

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

<p>CITY OF ALTOONA, IOWA, a Municipal Corporation, Plaintiff,</p> <p>v.</p> <p>CITY OF PLEASANT HILL, IOWA, a Municipal Corporation, Defendant.</p>	<p>EQCE No. _____</p> <p style="text-align: center;">PETITION FOR DECLARATORY JUDGMENT AND RELATED CLAIMS</p>
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COMES NOW the Plaintiff, City of Altoona, Iowa (hereinafter "Altoona"), and **STATES:**

1. Altoona is an Iowa municipal corporation.
2. Pleasant Hill, Iowa (hereinafter "Pleasant Hill") is an Iowa municipal corporation.
3. In 1989, Altoona and Pleasant Hill had an *Annexation Moratorium Agreement* that identified the boundary between the two (2) cities for annexation purposes.
4. A copy of the *Annexation Moratorium Agreement* is attached and marked Exhibit 1.
5. The 1989 *Annexation Moratorium Agreement* provided that Altoona would not annex territory located south of Northeast 27th Avenue and west of Northeast 70th Street and that Pleasant Hill would not annex territory located north of Northeast 27th Avenue and east of Northeast 70th Street.

6. A map showing the area that Altoona and Pleasant Hill each agreed was available to the other for annexation purposes based on the 1989 *Annexation Moratorium Agreement* is attached as Exhibit 2.

7. In 2001, Altoona and Pleasant Hill entered into a new *Annexation Moratorium Agreement* that was identical to the 1989 *Annexation Moratorium Agreement* except that it did not establish an annexation boundary for the area east of Northeast 70th Street. A copy of the 2001 *Annexation Moratorium Agreement* is attached as Exhibit 3 and a copy of the map showing the respective annexation areas and common boundary is attached as Exhibit 4.

8. Shortly thereafter Pleasant Hill sought \$3,100,000 in financial assistance from Polk County's utility infrastructure fund for construction of a sewer through the easterly part of Pleasant Hill.

9. The purpose of Polk County's utility infrastructure fund was to financially assist cities in constructing sewer and water infrastructure to promote development inside a city and in its urban service area.

10. As a condition of Polk County providing \$3,100,000 in financial assistance to Pleasant Hill for extending sewer to the easterly part of Pleasant Hill, Polk County required Pleasant Hill to establish an annexation boundary line between Altoona and Pleasant Hill.

11. As a condition of agreeing to an annexation boundary line, Altoona required and Pleasant Hill agreed that an urban service area agreement should be developed which

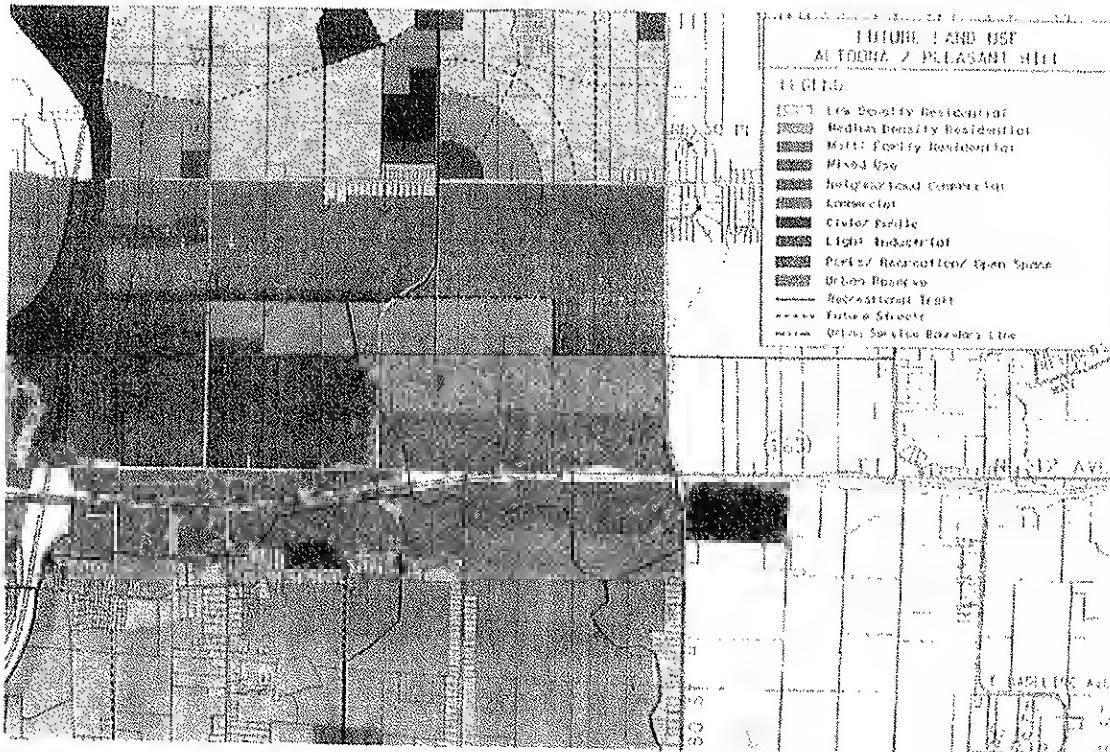
- [a] identified the urban service area between the two (2) cities,
- [b] established and extended the annexation boundary between the cities for the urban service area located [i] east of the intersection of Highway 163 and Northeast 70th Street, [ii] north of Highway 163 and [iii] south of Northeast 27th Avenue,
- [c] coordinated land uses between the cities for the urban service area,
- [d] coordinated development of sewer and wastewater infrastructure, water infrastructure, storm water infrastructure and roadway connections for the urban service area; and
- [e] coordinated the overall development of the defined urban service area.

12. Altoona and Pleasant Hill entered into negotiations to create the urban service area agreement required by Polk County for Pleasant Hill to obtain the \$3,100,000 in sewer financing assistance.

13. Pleasant Hill prepared an urban service area study which, among other things, identified the land uses for the unincorporated area between Altoona and Pleasant Hill. A copy of Pleasant Hill's urban service area study that was presented to Altoona by Pleasant Hill is attached as Exhibit 5.

14. As a result of these negotiations, the Altoona / Pleasant Hill urban service area was identified, the land uses therein established and the annexation boundary line through the urban service area agreed upon.

15. The Altoona / Pleasant Hill urban service area is depicted below and is hereinafter referred to as the *Altoona / Pleasant Hill Urban Service Area*:



16. The area south of the annexation boundary line (also referred to as the urban service area boundary line) depicted above is hereinafter referred to as Pleasant Hill's Urban Service Area Corridor or alternatively *Pleasant Hill's USA Corridor*; and the area north of the annexation boundary line depicted above is hereinafter referred to as Altoona's Urban Service Area Corridor or alternatively *Altoona's USA Corridor*.

17. On September 30, 2004, Pleasant Hill told Altoona "[t]he Urban Service Area will allow for continued land use and public utility planning." On October 1, 2004, Altoona responded that it concurred and looked forward to establishing a committee comprised of representatives of both communities "to work through the details of

finalizing an agreement for the creation of the Urban Services Area.” Copies of the September 30, 2004, letter from Pleasant Hill Mayor Mark Langerud to Altoona Mayor Timothy Burget and Mayor Burget’s October 1, 2004, response are attached as Exhibits 6A and 6B.

18. In accordance therewith, on April 4, 2005, Altoona and Pleasant Hill approved a *Joint City Urban Service Area Agreement Between the City of Altoona and the City of Pleasant Hill* (hereinafter *Altoona / Pleasant Hill USA Agreement*). A copy of the April 4, 2005, *Altoona / Pleasant Hill USA Agreement* is attached as Exhibit 7.

19. The *Altoona / Pleasant Hill USA Agreement* states:

THEREFORE, BE IT RESOLVED, THAT the City of Altoona and the City of Pleasant Hill hereby adopt the attached "Exhibit A" as the Urban Service Area between said cities.

BE IT FURTHER RESOLVED THAT said Urban Service Area may be amended, if approved by the city council of both communities.

BE IT FURTHER RESOLVED, THAT it is mutually agreed that at said time that the City of Pleasant Hill extends NE 60th Street north to the Urban Service Area line, that the City of Altoona will extend NE 60th Street to NE 27th Avenue, or both cities can agree to an alternate street extension.

BE IT FURTHER RESOLVED, that it is mutually agreed that the current annexation agreement between Altoona and Pleasant Hill be repealed, and now agreed that each city will not annex beyond their side of the Urban Service Area Boundary.

20. Having complied with Polk County’s requirement that Pleasant Hill have an urban service area agreement with Altoona before Polk County would provide \$3,100,000 in financial assistance to Pleasant Hill to construct sewer through the easterly part of Pleasant Hill, Pleasant Hill then entered into a *Joint City and County Urban Service Area Agreement Between Polk County and the City of Pleasant Hill* (hereinafter

Polk County / Pleasant Hill USA Agreement) effective April 26, 2005. A copy the *Polk County / Pleasant Hill USA Agreement* is attached as Exhibit 8.

21. The *Polk County / Pleasant Hill USA Agreement* states in part: "The City and the County agree to prepare and adopt a Land Use Plan for the Urban Service Area on or before July 1, 2006." Exhibit 7, p.2, §2.1

22. Attached and marked Exhibit 9 is a land use plan for the urban service area contemplated by the *Polk County / Pleasant Hill USA Agreement*.

23. Although it is not clear whether Exhibit 9 was officially adopted as required by the *Polk County / Pleasant Hill USA Agreement*, Altoona believes, and therefore alleges that it does reflect the land uses and infrastructure that are referred to in the *Polk County / Pleasant Hill USA Agreement*.

24. Exhibit 9 does reflect that Polk County and Pleasant Hill agreed to the same land uses for the *Altoona / Pleasant Hill Urban Service Area* as are shown in paragraph 14 above that are applicable to the *Altoona / Pleasant Hill USA Agreement*.

25. On about February 25, 2013, Altoona learned that on February 1, 2013, Pleasant Hill submitted a RISE grant application to the Iowa Department of Transportation to obtain a grant of \$848,150 for a roadway project in the *Altoona / Pleasant Hill Urban Service Area*.

26. A copy of Pleasant Hill's RISE grant application is attached and marked Exhibit 10.

27. Pleasant Hill officials have certified that the information in Pleasant Hill's RISE grant application is true and accurate. Exhibit 10 p. 7.

28. Pleasant Hill's RISE grant application states:
- [a] "this application seeks RISE project funds to aid in the construction of a roadway facility that is adequate to handle the projected truck traffic for future development of a light industrial area of approximately 71 acres" and that
 - [b] "[t]he proposed industrial development will focus on warehousing, distribution and light manufacturing" and that
 - ~~[c]~~ when built out the industrial development will employ 427 people. Exhibit 10, pp. 8 and 9.
29. The proposed industrial development is in the *Altoona / Pleasant Hill Urban Service Area*,
30. The proposed industrial development is within approximately one-half (1/2) mile of the Southeast Polk Community School District High School, Junior High School and Sixth Grade campus.
31. The proposed industrial development is accessed via Northeast 75th Street – which street was jointly planned as an arterial corridor for [a] Altoona's access to Highway 163 and for [b] the Altoona community access directly to the Southeast Polk Community School District High School, Junior High School and Sixth Grade campus.
32. Further, Northeast 75th Street south of Highway 163, was expressly constructed as a main access to Southeast Polk Community School District High School, Junior High School and Sixth Grade campus at the request of Pleasant Hill; and as a result thereof the original main access to the Southeast Polk Community School District High School, Junior High School and Sixth Grade campus off of Highway 163 near its

intersection with Northeast 80th Street that had been in existence since the early 1960s was closed.

33. The proposed industrial development breaches the terms of the *Altoona / Pleasant Hill USA Agreement* in various ways including, but not necessarily limited to the following:

- [a] the proposed industrial development is not a permitted land use within the *Altoona / Pleasant Hill Urban Service Area*, and
- [b] the *Altoona / Pleasant Hill Urban Service Area* has not been amended by the city councils of both Altoona and Pleasant Hill to allow the proposed industrial development in the *Altoona / Pleasant Hill Urban Service Area*.

34. Upon learning of the proposed industrial development in the *Altoona / Pleasant Hill Urban Service Area*, Altoona officials met with Pleasant Hill officials and advised them as set out in paragraph 32 above.

35. Pleasant Hill officials advised that the terms of the *Altoona / Pleasant Hill Urban Service Area* were inapplicable and that Pleasant Hill intended to disregard same and proceed with the proposed industrial development in the *Altoona / Pleasant Hill Urban Service Area* as stated in the RISE grant application.

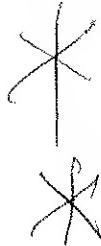
COUNT I

DECLARATORY JUDGMENT

36. Altoona re-alleges the allegations contained in Paragraphs 1 through 35 as if fully set forth herein.

37. An actual controversy exists between Altoona and Pleasant Hill as to the validity and application of the *Altoona / Pleasant Hill USA Agreement*.

38. The Court should declare and construe the terms of the *Altoona / Pleasant Hill USA Agreement* and declare



- [a] the proposed industrial development is not a permitted land use within the *Altoona / Pleasant Hill Urban Service Area* and
- [b] any change in land use in the *Altoona / Pleasant Hill Urban Service Area* must be approved by an amendment to the *Altoona / Pleasant Hill USA Agreement* approved by the city councils of both Altoona and Pleasant Hill.

39. The Court should enter such other declarations and constructions as are just, necessary and proper in consideration of the premises to fully clarify and settle the rights and interests of the parties as they relate to the *Altoona / Pleasant Hill USA Agreement* and the *Altoona / Pleasant Hill Urban Service Area*.

WHEREFORE, Altoona prays that the Court declare and construe the terms and conditions of the *Altoona / Pleasant Hill USA Agreement* and declare:

- [a] the proposed industrial development is not a permitted land use within the *Altoona / Pleasant Hill Urban Service Area* and;
- [b] any change in land use in the *Altoona / Pleasant Hill Urban Service Area* must be approved by an amendment to the *Altoona / Pleasant Hill USA Agreement* approved by the city councils of both Altoona and Pleasant Hill; and
- [c] such other declarations and constructions as are just, necessary and proper in consideration of the premises to fully clarify and settle the rights and interests of the parties as they relate to the *Altoona / Pleasant Hill USA Agreement* and the *Altoona / Pleasant Hill Urban Service Area*.

COUNT II

FRAUDULENT MISREPRESENTATION BY PLEASANT HILL

40. Altoona re-alleges the allegations contained in Paragraphs 1 through 35 as if fully set forth herein.

41. Pleasant Hill represented to Altoona that the only land uses for the *Altoona / Pleasant Hill Urban Service Area* are those shown in paragraph 13 above and that

~~Pleasant Hill would not make changes to the land uses in the Altoona / Pleasant Hill Urban Service Area without Altoona's approval.~~

~~42. Those representations by Pleasant Hill were false.~~

43. Based on the recent statements of Pleasant Hill officials, Pleasant Hill knew these statements were false.

44. Pleasant Hill intended to deceive Altoona by making those representations.

45. Pleasant Hill intended to induce Altoona into entering into the *Altoona / Pleasant Hill USA Agreement* based upon these representations.

46. Altoona reasonably believed these representations to be true.

47. Altoona justifiably relied on the truth of these representations in entering into the *Altoona / Pleasant Hill USA Agreement* wherein, among other things, Altoona ceded to Pleasant Hill the exclusive right to annex approximately 722.2 acres of land that had previously been reserved to Altoona for annexation.

48. The representations were the approximate cause of Altoona's damages.

WHEREFORE, Altoona demands judgment against Pleasant Hill for such sum as the trier of fact deems just and proper plus interest, attorney's fees and costs as are allowed by law.

COUNT III

NEGLIGENT MISREPRESENTATION

49. Altoona re-alleges the allegations contained in Paragraphs 1 through 35 as if fully set forth herein.

50. Pleasant Hill negligently supplied information to Altoona that the only land uses for the *Altoona / Pleasant Hill Urban Service Area* are those shown in paragraph 13 above and that Pleasant Hill would not make changes to the land uses in the *Altoona / Pleasant Hill Urban Service Area* without Altoona's approval.

51. Pleasant Hill had a financial interest in supplying said information to Altoona in various ways, including, but not necessarily limited to

- [a] inducing Altoona to cede to Pleasant Hill approximately 722.2 acres for annexation purposes that would significantly increase property tax revenues to Pleasant Hill and
- [b] inducing Altoona to enter into an urban service area agreement with Pleasant Hill so Pleasant Hill could qualify for \$3,100,000 in financial assistance from Polk County.

52. Pleasant Hill had an interest in supplying this information for the benefit and guidance of Altoona in deciding whether to enter into an urban service area agreement with Pleasant Hill.

53. Pleasant Hill intended the information to influence Altoona in determining whether to enter into an urban service area agreement with Pleasant Hill.

54. Altoona acted in reliance on the truth of the information and was justified in relying on the information.

55. The negligently supplied information caused Altoona damage.

WHEREFORE, Altoona demands judgment against Pleasant Hill for such sum as the trier of fact deems just and proper plus interest, attorney's fees and costs as are allowed by law.

COUNT IV

BREACH OF CONTRACT

56. Altoona re-alleges the allegations contained in Paragraphs 1 through 35 as if fully set forth herein.

57. Pleasant Hill and Altoona are legally capable of contracting.

58. Pleasant Hill and Altoona entered into one certain contract identified as the *Altoona / Pleasant Hill USA Agreement* which is attached hereto as Exhibit 6.

59. The consideration included, but was not limited to,

- [a] Altoona receiving assurances that the development of *Pleasant Hill's USA Corridor* part of the *Altoona / Pleasant Hill Urban Service Area* would be coordinated with, and compatible with, the land uses and development in *Altoona's USA Corridor* part of the *Altoona / Pleasant Urban Service Area*;
- [b] identification of an annexation boundary between the cities;
- [c] Pleasant Hill being ceded and given the exclusive right to annex approximately 722.2 acres of land within the *Altoona / Pleasant Hill Urban Service Area*; and
- [d] Pleasant Hill qualifying for \$3,100,000 in financial assistance from Polk County.

60. Altoona has fully performed all terms of the *Altoona / Pleasant Hill USA Agreement* required of Altoona.

61. Pleasant Hill has breached the *Altoona / Pleasant Hill USA Agreement*.

62. Altoona has been damaged as a result thereof.

WHEREFORE, Altoona demands judgment against Pleasant Hill for such sum as the trier of fact deems just and proper plus interest, attorney's fees and costs as are allowed by law.

COUNT V

SPECIFIC PERFORMANCE

63. Altoona re-alleges the allegations contained in Paragraphs 1 through 35 and 57 through 61 as if fully set forth herein.

64. Pleasant Hill should be required to specifically perform all terms of the *Altoona / Pleasant Hill USA Agreement*, including, but not necessarily limited to, [a] not making any change in the land uses in the *Altoona / Pleasant Hill Urban Service Area* from those agreed upon pursuant to the *Altoona / Pleasant Hill USA Agreement* without Altoona's consent, [b] not allowing any industrial, manufacturing or warehousing uses in the *Altoona / Pleasant Hill Urban Service Area* without Altoona's approval and [c] not allowing any other zoning classification or use in the *Altoona / Pleasant Hill Urban Service Area* that is incompatible in any way with the *Altoona / Pleasant Hill USA Agreement* without Altoona's approval.

WHEREFORE Altoona prays that the Court require Pleasant Hill to specifically perform all terms of the *Altoona / Pleasant Hill USA Agreement* and not make any change in the land uses in the *Altoona / Pleasant Hill Urban Service Area* without Altoona's consent and not allowing any industrial, manufacturing or warehousing uses in the *A Altoona / Pleasant Hill Urban Service Area* without Altoona's approval and

Altoona prays for the entry of such other equitable relief as the Court deems just, proper, and necessary in consideration of the premises.

COUNT VI

MANDAMUS

65. Altoona re-alleges the allegations contained in Paragraphs 1 through 35 and 57 through 64 as if fully set forth herein.

66. Pleasant Hill is municipal corporation and is required by law to comply with all legally binding agreements it has entered into and to undertake and perform all functions incidental thereto.

67. Pleasant Hill officials have refused to undertake the actions and functions required to comply with the terms of the *Altoona / Pleasant Hill USA Agreement* despite their legal obligation to do so and despite being asked to do so.

68. By reason of such refusal, Altoona has sustained damage, including but not necessarily limited to attorney fees and litigation costs and is likely to sustain damages in the future.

69. Altoona has no plain, speedy and adequate remedy at law.

WHEREFORE Altoona prays that the Court issue a *Writ of Mandamus* mandating Pleasant Hill officials to take such actions as are necessary to comply with the terms of the *Altoona / Pleasant Hill USA Agreement* and for the entry of such other orders as the Court deems just, equitable and proper in consideration of the premises.

Respectfully submitted,

LADEN & PEARSON, P.C.



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CO-COUNSEL FOR PLAINTIFFS

ALTOONA
City of Altoona, Iowa

RESOLUTION 12-4-89#1

A RESOLUTION APPROVING A MORATORIUM AGREEMENT FOR ANNEXATION BETWEEN
THE MUNICIPALITIES OF ALTOONA AND PLEASANT HILL

WHEREAS, the cities of Altoona and Pleasant Hill have reached an agreement with regard to a demarcation line between the respective municipalities; and

WHEREAS, a notice of a public hearing to consider the Agreement has been published in accordance with the law; and

WHEREAS, such public hearing has been held as required by law in accordance with the Notice, and those interested in the demarcation line and the Moratorium Agreement have been given due opportunity to be heard with respect to the Agreement and have presented their views to the City Council,

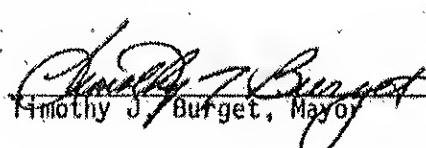
THEREFORE, BE IT RESOLVED that upon due consideration of the facts, statements of interested persons and arguments of counsel, the City Council hereby overrules any objections to the Agreement, and closes the public hearing; and

BE IT FURTHER RESOLVED, that the attached Moratorium Agreement with regard to annexation is hereby approved; and the Mayor and Clerk are hereby authorized and directed to execute the Agreement on behalf of the City of Altoona, Iowa.

Passed this 4th day of December 1989.

ATTEST:


Robert L. Fagen, City Clerk


Timothy J. Buffet, Mayor

Council member Hall introduced and moved for the adoption of Resolution
12-4-89#1. Seconded by Adams.

VOTE:	AYES	NAYES	ABSENT
ADAMS	X		
BALLARD	X		
HALL	X		
PIRILLO	X		
STUART	X		

MORATORIUM AGREEMENT REGARDING ANNEXATION

This agreement entered into by and between the Iowa cities of Altoona and Pleasant Hill, as authorized by a resolution of the City Councils of said cities following notice and hearing in accordance with Section 368.4, Code of Iowa, is as follows:

1. That the cities of Altoona and Pleasant Hill agree upon the establishment of a line of demarcation to be located as follows:

27th Avenue NE with an eastern boundary of NE 70th Street shall be the demarcation line between the two cities.

The entity that first annexes to the demarcation line shall, as a part of its annexation, be it voluntary or involuntary encompass the full extent of any public right-of-way immediately abutting the proposed annexation.

2. That the City of Altoona agrees to refrain from involuntarily annexing territory south of the NE 27th Avenue and west of the NE 70th Street lines of demarcation for a period of 10 years from the date of this agreement.
3. That the City of Pleasant Hill agrees to refrain from involuntarily annexing territory north of the NE 27th Avenue and east of the NE 70th Street lines of demarcation for a period of 10 years from the date of this agreement.
4. That this Agreement is applicable to all pending annexation proceedings pursuant to Chapter 368 of the Code of Iowa as well as any that may be commenced in the future, and that any annexation proceedings initiated but not completed, whether voluntary or involuntary, are herewith terminated.

5. That this Agreement is applicable to all annexation proceedings to the fullest extent allowed by Chapter 368 of the Code of Iowa with respect to the above-described areas. Each city participating in this Agreement agrees that it shall not annex in violation hereof and further agrees that it will take action to the fullest extent allowed by law to prevent and discourage voluntary annexation pursuant to Section 368.7 of the Code of Iowa, and said cities will not give consent to petitions or applications for an annexation under said sections of the Iowa Code which would violate the terms of this Agreement.

Date this 4 day of December, 1989.

CITY OF ALTOONA, IOWA

BY Timothy J. Burget
Timothy J. Burget, Mayor

ATTEST:

G.H. J. Dyer

CITY OF PLEASANT HILL, IOWA

BY Phil Hildebrand
Phil Hildebrand, Mayor

ATTEST:

Howard A. Hanson
Howard A. Hanson
Adm/City Clerk

STATE OF IOWA, POLK COUNTY: SS

On this 4th day of December, 1989, before me the undersigned, a Notary Public in and for said State, personally appeared Timothy J. Burget and Phil Hildebrand to me personally known who, being by me duly sworn, did say that they are the Mayor and Mayor respectively, of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Timothy J. Burget and Phil Hildebrand as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Norma A. Tenber
NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA



RESOLUTION NO. 343-89

WHEREAS, the Cities of Pleasant Hill and Altoona have been negotiating with regard to a Moratorium Agreement for annexation between the municipalities; and

WHEREAS, The Cities of Pleasant Hill and Altoona have reached agreement with regard to a demarcation line between the respective municipalities; and

WHEREAS, the City Development Board has been duly notified, and notice of a public hearing to consider the Agreement has been published in accordance with law; and

WHEREAS, such public hearing has been held as required by law in accordance with the Notice, and those interested in the demarcation line and the Moratorium Agreement have been given due opportunity to be heard with respect to the Agreement and have presented their views to the City Council.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLEASANT HILL, IOWA:

That upon due consideration of the facts, statements of interested persons and arguments of counsel, the City Council hereby overrules any objections to the Agreement, and closes the public hearing; and

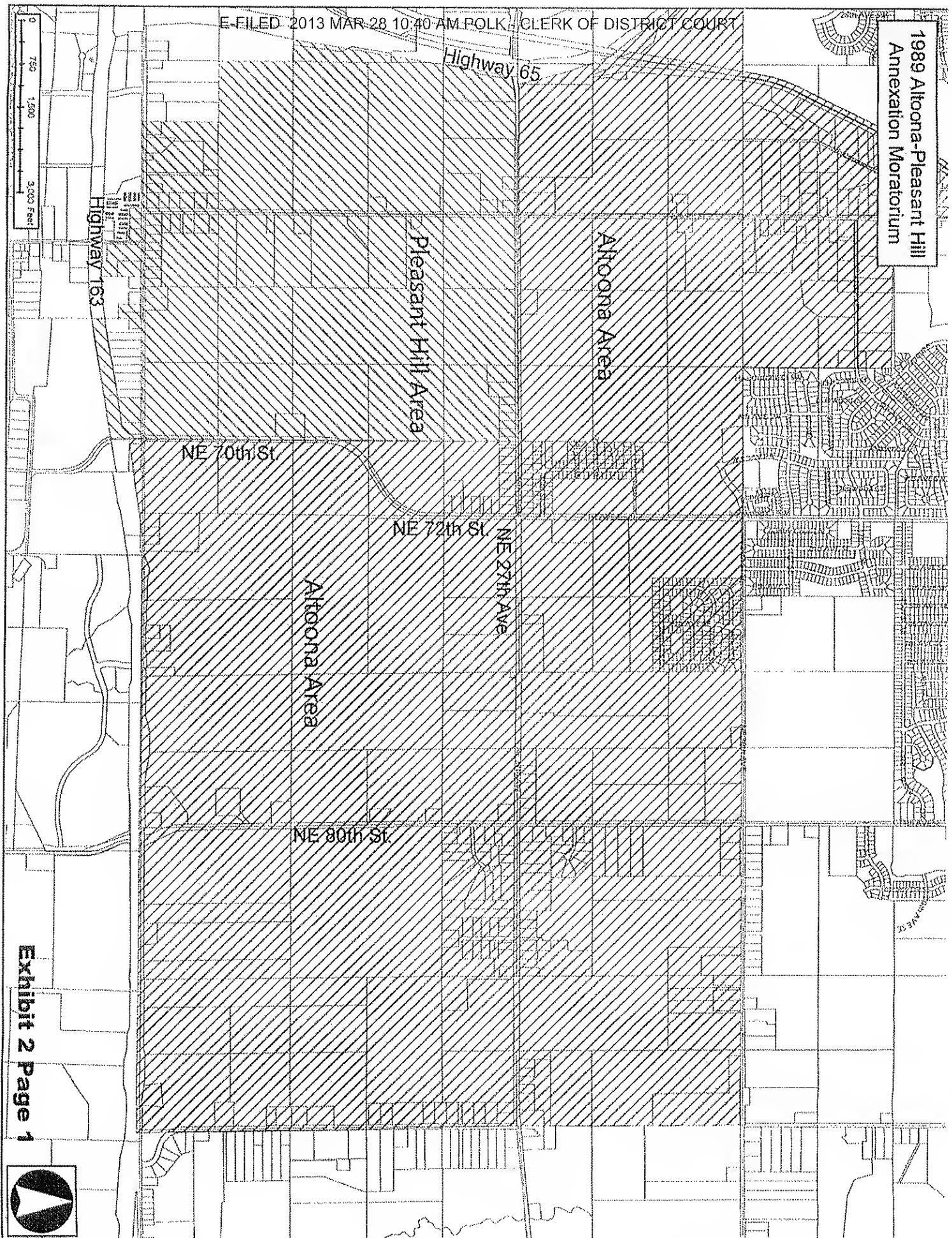
BE IT FURTHER RESOLVED, that the attached Moratorium Agreement with regard to annexation is hereby approved in accordance with the terms and conditions of the Agreement; and the Mayor and Clerk are hereby authorized and directed to execute the Agreement on behalf of the City of Pleasant Hill, Iowa.

Passed and approved this 28th day of November, 1989.



Phill Hildebrand, Mayor

1989 Altoona-Pleasant Hill
Annexation Moratorium



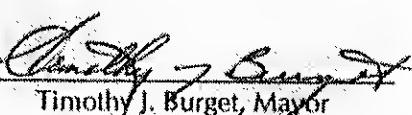
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3. That the City of Pleasant Hill agrees to refrain from involuntarily annexing territory north of the NE 27th Avenue and west of the NE 70th Street lines of demarcation for a period of 10 years from the date of this agreement.
4. The Cities of Altoona and Pleasant Hill will mutually cooperate with each other in planning for any of the above-described annexation area.
5. That this Agreement is applicable to all pending annexation proceedings pursuant to Chapter 368 of the Code of Iowa as well as any that may be commenced in the future, and that any annexation proceedings initiated but not completed, whether voluntary or involuntary, are herewith terminated.
6. That this Agreement is applicable to all annexation proceedings to the fullest extent allowed by Chapter 368 of the Code of Iowa with respect to the above-described areas. Each city participating in this Agreement agrees that it shall not annex in violation hereof and further agrees that it will take action to the fullest extent allowed by law to prevent and discourage voluntary annexation pursuant to Section 368.7 of the Code of Iowa, and said cities will not give consent to petitions or applications for an annexation under said sections of the Iowa Code which would violate the terms of this Agreement.

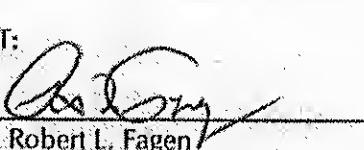
Dated this 9th day of October, 2001.

CITY OF ALTOONA, IOWA



Timothy J. Burget, Mayor

ATTEST:



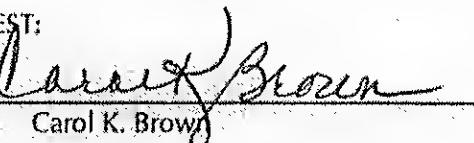
Robert L. Fagen

CITY OF PLEASANT HILL, IOWA



Phil Hildebrand, Mayor

ATTEST:



Carol K. Brown

2001 Altoona-Pleasant Hill
Annexation Moratorium

Highway 163

NE 70th St.

NE 72th St.

NE 27th Ave.

NE 80th St.

Pleasant Hill Area

Alt. 10 Ave

Highway 65



AGENDA ITEM SHEET
CITY COUNCIL MEETING
SEPTEMBER 14, 2004

AGENDA ITEM	#6 A
REQUESTED BY	Rita A. Conner
REFER TO	City Council
SUBJECT	Urban Service Areas

For the last three years, staff has worked with Polk County Planning & Development and the City of Altoona on joint comprehensive planning and land use. Many elements have come from those collaborative efforts. Compatible land use mapping has been incorporated into plans for both cities, land use categories have become consistent with those utilized in the greater Metro Area, and joint development meetings, utility forecasting and improvement projects are taking place. All communication and work products to come out of these exchanges have been used to meet the goals of increasing growth in East Polk County, maximizing transportation resources and building good neighborhoods.

This year, Polk County adopted new subdivision regulations that were created from a diverse review team that included city, county and private development interests. The team met for several months and compared codes and policies. The resulting set of regulatory standards emphasizes municipal standard utility installation and will ultimately provide for better fire protection, the highest and best uses of land for planned residential and business growth, and an end to costly retrofitting of public utilities for citizens. The subdivision regulations allow for an easier transition in the way property is divided and utilized, one that moves Pleasant Hill's 20 year growth area, as well as Altoona's, from rural to urban land uses.

Polk County has furthered their commitment to growth by creating a utility infrastructure fund that will direct dollars to projects. The goal of opening up additional acres of land was set by the Board of Supervisors, with the fund providing the ability to partner with cities and development interests on sewer and water projects. Polk County has asked each city to use their comprehensive plan to design urban service areas, which mirror municipal 20-year growth areas and account for topography and drainage in forecasting sanitary sewer trunk systems. Each city can use the urban service area to plan utility projects to meet its growth goals, and make request for the infrastructure fund to spur the work on a schedule that the cities can't generally meet alone. As an example, phase II of the East Trunk Sewer for Pleasant Hill was forecast at being at least 3-5 years away prior to creation of the fund, potentially more. Now, coupled with the City's

substantial investment in phase I, the second phase could move into design as early as fall of this calendar year. This opens up 3500+ acres of land.

In creating the urban service areas, the County is looking to see development activity follow the investment in the public utility projects. With the multi acre land ownership and development commitments in Pleasant Hill's 20 year growth area, combined with the future facility needs of the SE Polk School District, we feel confident that this Intent will be realized. The urban service area also fits well with our comprehensive plan intentions for land use, which have been carefully and thoroughly evaluated over the last two years.

To meet the goal of providing Polk County with the best information, Pleasant Hill and Altoona planning staff members met and evaluated the area between NE 27th Avenue and Highway 163, east of the 65 bypass. This area is currently under annexation moratorium between the cities. Staff evaluated the following components:

- **Highway 163 Corridor :** A primary goal for Pleasant Hill is to continue the commercial land uses along the Highway 163 corridor. This is the City's entranceway, and the future of our commercial tax base. It is the only highway commercial land use base that Pleasant Hill has, and it cannot be compromised.
- **Proposed land uses:** Both cities forecast medium density residential land uses in the area bordered by NE 27th, NE 70th, (Clay Drive) and Highway 163 north of NE 12th. Both cities forecast medium density residential land uses in the area bordered by NE 27th, NE 70th, NE 64th and Highway 163 north of NE 12th. Pleasant Hill's updated Comp Plan proposes highway commercial land use along Highway 163 and mixed use business / higher density residential in the area bordered by Highway 163, NE 64th, HWY 65 and NE 27th. Staff determined a workable alternative by providing an area to blend the mixed uses west of 64th with the residential coming from the north in Altoona. A buffer was also provided.
- **Topography:** The East Trunk Sanitary Sewer Service Area reaches a point south of NE 27th where a combination of gravity sewer, force main and lift stations would be necessary. The area south of that point drains generally south east, allowing for gravity trunk lines to be the primary method of service back to SE 80 and SE 6th Avenue.
- **Transportation connectivity:** Street connections were discussed to allow for optimum circulation between the communities. NE 70th changes to Clay Drive and curves northeast, providing a transition from Pleasant Hill to Altoona.
- **Parkland and recreation trail features:** In addition to planning for potential joint park areas and proposed school facilities, a recreation trail was proposed to become the passive transition between the two communities. Connecting to the existing Little Four Mile Trail, the section would extend south to a midpoint between NE 27th and HWY 163, generally to cross the point where 70th turns to Clay Drive.

running east - west between the cities. Neighborhoods can be built around the trail system.

Staff feels that the area has been evaluated thoroughly and that the "Great Divide" recreation trail can become a source of pride for the future neighborhoods it will serve. Infrastructure projects can be planned and development agreements enacted from this determination of where the two cities will someday blend. The phrase "win-win" is one that is often heard, but not always realized. The collaboration, partnership and multiple goals being met to grow this area are surely representative of those words.

Staff recommends that the Pleasant Hill Council determine this study to be sufficient to proceed with our work with Polk County to finalize an Urban Service Area as shown. A draft 28 E Agreement will be prepared for formal adoption by the City and County.



City of Pleasant Hill
5151 Maple Drive
Suite 1
Pleasant Hill, IA 50327-8494

September 30, 2004

Tim Burget, Mayor
City of Altoona
407 8th Street SE
Altoona, IA 50009

RE: URBAN SERVICE AREAS - CITY OF ALTOONA /CITY OF PLEASANT HILL

Dear Mayor Burget,

Over the last several months, the City of Altoona and the City of Pleasant Hill have had the opportunity to participate in a collaborative effort to plan the future of our communities. Staff members have thoroughly reviewed and analyzed the components of topography, public utilities, land use, transportation connectivity, and recreational amenities for both cities. This information has been forwarded to policy makers and utilized in discussions to structure the best possible comprehensive planning for the growth of this area. I feel that the analysis has been sound, and I am looking forward to moving it to the next level.

As you are aware, Polk County has asked our communities to take this information and use it to produce Urban Service Areas. The Urban Service Area will allow for continued land use and public utility planning, and also provide for further collaborative efforts through the Polk County Economic Development fund. This is an important step for our communities to take, and will reap benefits in added valuation and quality of life for years to come. On September 14, The Pleasant Hill City Council took action to recognize an Urban Service Area boundary. That boundary is shown on the map enclosed with this correspondence. I ask that you consider this information at your next scheduled meeting, so that we all may move forward.

Through this process, I have taken confidence in the ability that the cities have to talk through these matters and reach consensus on mutual goals. We have good leadership, and a commitment to the future. Tim, I especially appreciate the rapport that we have developed in working through the challenges that growing communities must face.

Please don't hesitate to contact me or my staff with any questions as you put this matter forward.

Sincerely,

Mark K Langerud

Mark K. Langerud, Mayor
City of Pleasant Hill

City Hall
515-262-0368

Mayor
515-262-0368

Water/Public Works
515-262-0368

Park & Recreation
515-262-0368

Police (non-emergency)
515-263-1444

Fire (non-emergency)
515-263-0360

FAX #
515-262-0370



October 1, 2004

Mark K. Langerud, Mayor
City of Pleasant Hill
5151 Maple Drive
Suite 1
Pleasant Hill, IA. 50327

RE: URBAN SERVICE AREAS-CITY OF ALTOONA/ CITY OF PLEASANT HILL

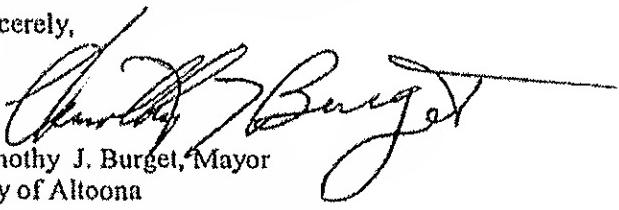
Dear Mayor Langerud,

In response to your letter dated September 30, 2004, the City of Altoona agrees with you as the collaborative effort both cities have put into this important issue. The City of Altoona recognizes the importance of developing an Urban Service Area that benefits both communities in there planning for the future. On September 20, 2004, the Altoona City Council took action to approve a proposed Urban Service boundary. A copy of the map showing that boundary is attached to this letter.

The City of Altoona feels that the small differences in the boundary line is something that can be reconciled with continued efforts from both cities. Both cities have good leadership and share in a common goal of improving the economic development opportunities in Eastern Polk County.

On Monday evening, our council will discuss the possibility of creating a committee made up of members of both cities to work through the details of finalizing an agreement for the creation of the Urban Services Area. I will contact you regarding the results of our council's discussion with the hope of setting up a meeting as soon as possible.

Sincerely,


Timothy J. Burget, Mayor
City of Altoona

Cc: Pleasant Hill Councilmembers
Bob Fagen, City Administrator

cc: A.H.
F.C.

JOINT CITY URBAN SERVICE AREA AGREEMENT BETWEEN THE CITY OF ALTOONA AND THE CITY OF PLEASANT HILL

WHEREAS, the representatives of the City of Altoona and the City of Pleasant Hill met on October 28, 2004, to discuss the possibility of creating an Urban Service Area that would determine as to which community will serve certain areas in the future; and

WHEREAS, at said meeting, consensus was reached by representatives of both communities as to the boundaries of said Urban Service Area; and

WHEREAS, said representatives also agreed to work jointly together in planning for future land use, roadway connections, and potential sharing of water and sewer infrastructure; and

WHEREAS, both the City Council of Altoona and City Council of Pleasant Hill voted unanimously to approve the concepts described above and now wish to formalize said matter in this joint City Urban Service Area Agreement; and

THEREFORE, BE IT RESOLVED, THAT the City of Altoona and the City of Pleasant Hill hereby adopt the attached "Exhibit A" as the Urban Service Area between said cities.

BE IT FURTHER RESOLVED THAT said Urban Service Area may be amended, if approved by the city council of both communities.

BE IT FURTHER RESOLVED, THAT it is mutually agreed that at said time that the City of Pleasant Hill extends NE 60th Street north to the Urban Service Area line, that the City of Altoona will extend NE 60th Street to NE 27th Avenue, or both cities can agree to an alternate street extension.

BE IT FURTHER RESOLVED, that it is mutually agreed that the current annexation agreement between Altoona and Pleasant Hill be repealed, and now agreed that each city will not annex beyond their side of the Urban Service Area Boundary.

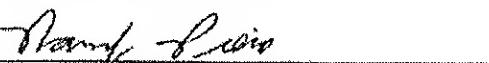
Approved this 4th day of April 2005.



Timothy J. Burget, Mayor



Mark K. Langerud, Mayor

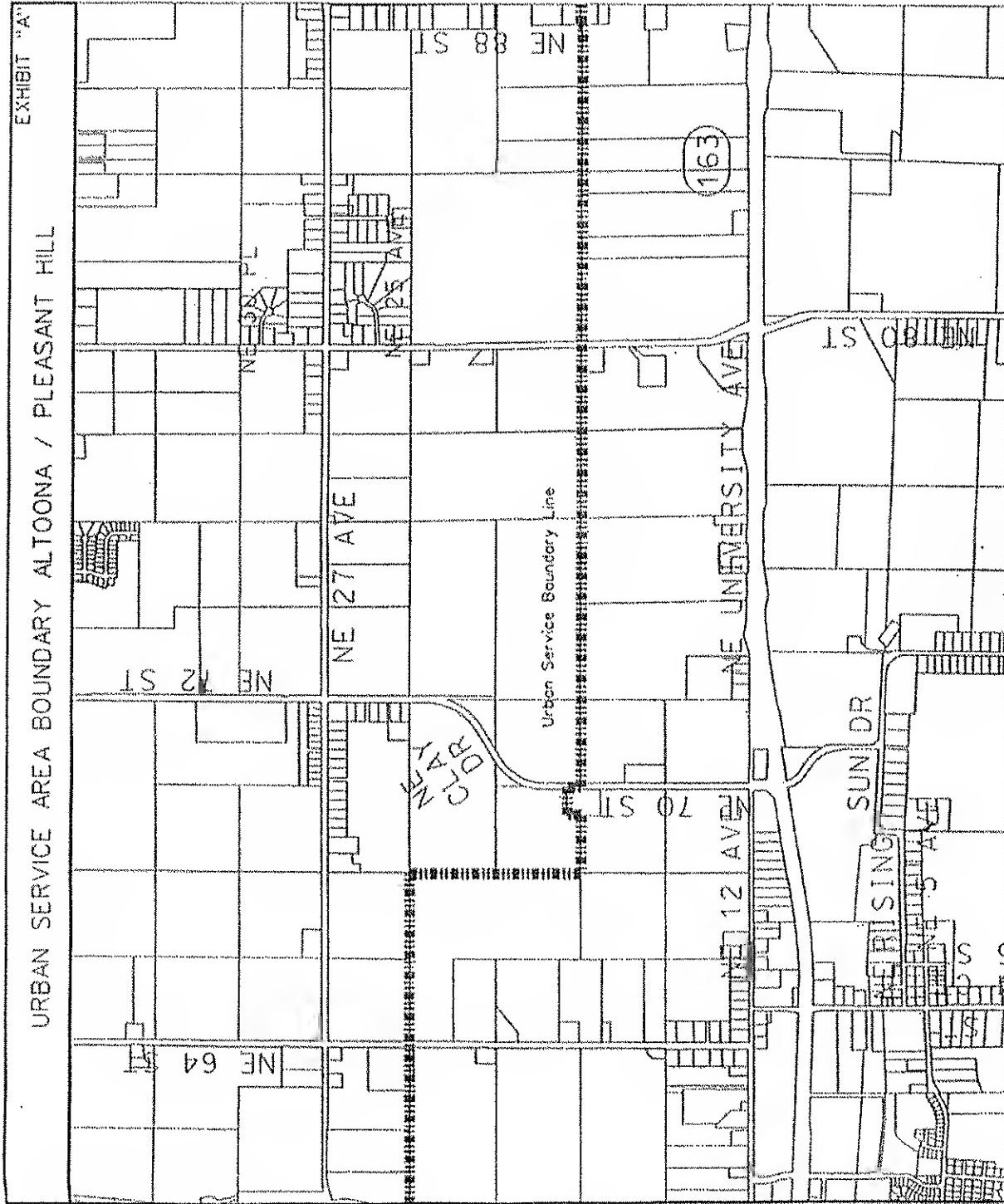


Randy Pierce, City Clerk



Joni Haag, City Clerk/Finance Director

URBAN SERVICE AREA BOUNDARY ALTOONA / PLEASANT HILL EXHIBIT "A"



Doc ID: D18005070010 Type: GEN
Recorded: 04/20/2005 at 09:09:27 AM
Fee Amt: \$0.00 Page 1 of 10
Refunds Tax: \$0.00
Polk County, Iowa
TIMOTHY J. BRIEN RECORDER
File# 2005-000095734

bk 11038 pg 152-170

PREPARER
INFORMATION:

N/A _____

Individual's Name Street Address City Phone

ADDRESS TAX
STATEMENT:

N/A _____

Name Street Address City Zip Code

RETURN TO:

AFTER RECORDING RETURN
TO BECKY DEWEY,
AUDITOR'S OFFICE

TIMOTHY J. BRIEN
POLK COUNTY RECORDER
111 COURT AVENUE RM #250
DES MOINES, IA 50309-2251

Exhibit 8 Page 1

**JOINT CITY AND COUNTY URBAN SERVICE AREA AGREEMENT
BETWEEN POLK COUNTY AND THE CITY OF PLEASANT HILL**

WHEREAS, the City of Pleasant Hill, and Polk County intend to continue and expand development in certain areas presently lying inside and adjacent to the Corporate Limits of the City of Pleasant Hill in the Urban Service Area, as defined herein, to the end that a healthy, orderly, and coordinated system of continued growth and development will be attained in a manner most conducive to public health and general welfare; and

WHEREAS, it is in the best interest of both the City of Pleasant Hill and Polk County to enter into an Agreement authorized by Chapter 28E of the Iowa Code, under which all future subdivision, site plans, permits and water and sewer line extensions shall be made pursuant to certain criteria, rules and regulations as established herein; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, this Agreement is made pursuant to the authority of Chapter 28E of the Iowa Code, this 1st day of March, 2005 by and between the City of Pleasant Hill, a municipal corporation of the State of Iowa, hereinafter called "the City" and Polk County, Iowa, a body corporate and politic, hereinafter called "the County."

1.0 Service Area Created

1.1 This Agreement creates, establishes and applies to an Urban Service Area as described herein; and does not apply to other land areas of the City or the County except as specifically noted within the Agreement.

1.2 The City and County agree to establish an Urban Service Area outside the existing Corporate Limits of the City in which the parties shall implement coordinated land use, subdivision regulation and permitting, and concentrate their efforts in providing water and sewer extensions; and an area inside the City where sewer service will be provided.

1.3 The Urban Service Area is defined as shown on the map, attached as Appendix 1, which is incorporated herein and made part of this Agreement.

1.4 The terms of this Agreement shall not be extended beyond the Urban Service Area, but such area may be reviewed periodically to determine if the parties shall expand the limits of the Urban Service Area.

Article 2.0 Land Use

2.1 The City and the County agree to prepare and adopt a Land Use Plan for the Urban Service Area on or before July 1, 2005. The Land Use Plan will be updated and readopted by the City and the County every ten years. Further, it is agreed the City and the County will use the adopted Land Use Plan as a guide to land use decisions.

2.2 If the County receives a rezoning request, conditional use permit application or variance request on any land inside, abutting, or within five hundred (500) feet of the Urban Service Area, the City will be notified. The City agrees to provide comment with respect to the request or application within thirty (30) days. The City comment will clearly state whether the City concurs or opposes the request.

2.3 The City will notify the County of any rezoning request, conditional use application, or variance request on any land within the City, which is abutting or within five hundred (500) feet of the Urban Service Area. The City will reciprocate the comment privilege afforded by Article 2.2.

Article 3.0 Subdivision

3.1 All subdivisions in the Urban Service Area shall comply with the City and the County Subdivision Ordinances. In cases of conflict the more stringent regulation will govern.

3.2 For land outside the City in the Urban Service Area, both the City and the County will conduct Preliminary Plat reviews within 15 working days of filing with the County. When City and County comments have been addressed and a Preliminary Plat meets the minimum requirements of the County's Subdivision Ordinance, it will be scheduled for review by the County Zoning Commission. The City agrees to clearly state in its comments whether any waiver, if requested, is supported or opposed.

3.3 When a Neighborhood Access Plan, Traffic Impact Study, Drainage Report and Plan, Storm Water Pollution Prevention Plan, or Floodplain Development Permit is required they will be concurrently be referred to the City for review and comment.

3.4 After Preliminary Plat approval, construction plans for streets, drainage facilities, water lines, sewer lines and other improvements will be referred to the City for review and comment. Construction plans must meet Statewide Urban Design Standards and Specifications (SUDAS)-Current Year to be approved. The City will have 15 working days to review and comment. The Director of Public Works will take the City comments into account, but remain responsible for approval of the construction plans.

3.5 The Director of Public Works and/or their designee and a City representative(s) shall conduct an on-site examination of each subdivision before any improvements are accepted from the Owner/Developer.

3.6 The County will review the Final Plat and submit it for City comment only if it differs significantly from the Preliminary Plat.

3.7 The City relinquishes any subdivision jurisdiction it may have in the County which lies outside the Urban Service Area.

3.8 In any case where a comment or request of the City or the County exceeds the minimum standards of the ordinance(s), such comment or request need not be enforced by the other party.

3.9 For land inside the City which is abutting or within five hundred (500) feet of the Urban Service Area, the City will notify the County of any subdivision request. The City will reciprocate the comment privilege afforded by Article 3.2

Article 4.0 Permits

4.1 The County and the City agree to use the current edition of the International Fire Code, International Mechanical Code, International or Uniform Plumbing Code, International Building Code, International Residential Code, and National Electrical Code as standards for building permits. The City and County further agree that the effective date of an edition shall be no more than 1 (one) year from the date of issuance.

4.2 Back flow prevention will be required when an irrigation system is connected to the water line, or when a dangerous condition is found at an existing facility, and when required by code.

4.3 Driveway permits will be issued in accordance with Statewide Urban Design Standards and Specifications (SUDAS)-Current Year and Polk County standards.

4.4 Permits for on-site disposal systems and wells will not be issued for lots in new subdivisions unless dry sewer and fire flow water systems are installed. New construction permits for on-site disposal systems and wells may be issued for dwellings not in new subdivisions where sewer or water is not available, and on-site disposal system repair permits may be issued for existing systems. Owners issued these permits will need to sign an acknowledgement that they understand that they will be required to connect to City sewer and water within one (1) year of service becoming available.

4.5 State permits for land disturbing activities must be obtained when required.

Article 5.0 Joint Water and Sewer Trust Fund Created

5.1 The County shall establish and administer a special fund to be termed the "Joint Water and Sewer Trust Fund."

5.2 All funds collected under this Agreement shall be deposited in this fund, which monies received in said fund shall be held in trust and applied to the payment of costs of construction of water and sewer installations, including necessary rights-of-way and all other costs incident to such construction, within the Urban Service Area. This fund may also be used to retire bonds issued pursuant to water and sewer projects, but shall be used for no other purpose.

5.3 The following revenues shall be remitted by both parties to the Joint Water and Sewer Trust Fund:

- 5.31. All assessments levied and collected by the County and any assessments collected by the City for lines installed under this Agreement. Until the assessment is satisfied assessments shall continue to be paid upon annexation.
- 5.32. All acreage and frontage/service fees collected under this Agreement.
- 5.33. All connection fees collected under this Agreement.
- 5.34. Fifty percent (50%) of gross revenues collected by the City for water and sewer service outside of the City for all persons, firms and corporations connecting to water and sewer lines constructed pursuant to this Agreement. Deposits by the City for service fees shall continue for each account until the property is annexed into the City.
- 5.35. These funds shall be deposited on a quarterly basis.

5.4 The Joint Water and Sewer Trust Fund shall be audited annually with total revenues and detailed expenditures being shown. The audit report shall be furnished to the City and the County.

Article 6.0 Project Authorization

The City and County shall approve all plans and authorize the extension of water and sewer lines in the Urban Service Area before any commitment for water and sewer service can be made to others. A project may be initiated in accordance with the Joint Water and Sewer Policy by Petition, by Public Health Necessity, by Privately Financed Installation, or by Joint Agreement.

Article 7.0 Owner/Developer Responsibility

The Owner/Developer of a tract is entirely responsible for the installation of sewer and water lines which lie on their property or supply service to their structures. Owner/Developer installed lines and mains are made in lieu of assessments or frontage/service charges, but not in lieu of acreage charges or connection fees.

7.1 If an off-site line, lift station, or force main is needed to connect to an existing outfall, or a collector or distribution main requires a manhole, or right-of-way from others is required; the Owner/Developer will be responsible for installation of this line. Acquisition of the right-of-way will be in accordance with Joint City-County Water/Sewer Policy.

7.2 The Owner/Developer is responsible for fees associated with their site, but not responsible for fees associated with off-site property or intervening property. When and if the owners of the intervening property apply for service from this line, they will be required to pay all fees.

Article 8.0 Project Criteria and Negotiations

8.1 The City and County agree with regard to each project that the City, County, or a private contractor:

- 8.11** Shall provide for professional engineering services to prepare plans and specifications. Construction plans for each project proposed pursuant to this Agreement shall be reviewed and approved by the City and the County; and
- 8.12** Shall provide specifications for materials and installation that meet or exceed the Statewide Urban Design Standards and Specifications (SUDAS)-Current Year for water, sewer, easements thereof and appurtenances thereto, whichever is most restrictive.
- 8.13** Shall provide for competitive bidding, and contract award (if, required); and
- 8.14** Shall inspect the work, or provide for third party inspection of the work; and
- 8.15** Shall secure necessary rights-of-way and/or written permission from all persons, firms, corporations and other owners necessary for construction of the water and sewer lines; and
- 8.16** Shall secure permits and required approvals for water and sewer line construction; and
- 8.17** Shall include the costs of all such services in the total project cost for each project.
- 8.18** Shall follow procedures as set forth in the Joint Water / Sewer Policy which is attached hereto. Such policy may be amended as jointly agreed by the parties without further amendment of this Agreement.
- 8.19** Shall contribute without cost to the project City or the County easement or title to a right-of-way; or, if the City or County has title to an existing water or sewer line, shall allow connection without cost to the project.

8.2 All discussions or negotiations for water and sewer service in the Urban Service Area shall, to the extent feasible, be conducted jointly with the City and the County. To avoid misleading information, a written summary of each meeting shall be made.

- 8.21.** Estimates of cost will not be given unless line routings are available, and the estimates can be given in writing outlining the assumptions of the cost estimate with a diagram attached.
- 8.22.** Employees of the City or County may not promise any water or sewer project approval. Project approval and funding is only by City Council and County Board action.
- 8.23.** Persons interested in installation of sewer or water by petition must contact other owners, solicit signatures and advocate for the project without assistance from the City or County staff.

Article 9.0 Contracts and Finance

9.1 All contracts, payments, change orders, and contract amendments shall be in accordance with the following:

- 9.11 Funds shall be appropriated in the amount of contract plus contingency per contract based on risk factors such as rock, freeway crossings, pipeline crossings, and other unusual circumstances.
- 9.12 In no case shall work be approved which will cause the project budget amount to be exceeded without prior approval by resolution of the City and County.
- 9.13 Contingency funds will not be obligated without prior approval of the County.
- 9.14 Reimbursements shall be made to the contractor based on contract expenditures as validated by engineering certification. Five (5) per cent of each reimbursement will be retained, and paid out upon completion and acceptance of the project. Final payment of retainage shall not be made until 30 days after the date of acceptance.

9.2 The County, or if jointly agreed, the City, shall contract for and finance through the Joint Water and Sewer Trust Fund all approved water and sewer extensions in the Urban Service Area.

- 9.21 If the County does not have sufficient funds for an extension project and the project meets the County criteria for extension, any person, firm or corporation may advance the necessary funds to the County under a separate agreement.
- 9.22 If the project fails to meet standards for County participation, it will not be eligible for reimbursement under this Agreement.
- 9.23 Nothing in this Article shall exempt a project from first obtaining approval by resolution of the City Council and County Board.
- 9.24 Engineering and design costs incurred by the City for pursuant to an Urban Service Area project on or before February 1, 2005, shall be a permitted expense for such project.

9.3 The County shall, in a manner prescribed by law, establish and maintain an assessment procedure and shall assess and make collection for all water and sewer lines installed.

9.4 In addition to assessments as levied by the County, any person, firm or corporation desiring to have their property connected onto a line shall pay frontage/service fees, acreage fees and connection fees as set forth in the Joint City-County Water/Sewer Policy.

9.5 Connection fees for a particular size water or sewer service as established by the City shall be paid at the time of application for service. It is also understood that in certain cases the Developer/Owner must apply for and be approved by the City or the County for sewer industrial pretreatment requirements and/or water backflow prevention requirements prior to connection.

9.6 Service fees established by the City for customers outside the City Limits shall be charged for water and sewer service, but in no case shall such charges be more than two hundred percent (200%) of the rates charged customers inside the City Limits. The City will retain fifty percent (50%) of these funds and deposit 50% in the Joint Water and Sewer Trust Fund.

9.7 At the time of application for service, the City shall collect all connection, acreage, and frontage/service fees on all lines not installed under an assessment procedure. The City will submit a monthly report of all fee collections to the County. The City will remit to the County on a quarterly basis those funds collected, and the County shall deposit the funds in the Joint Water and Sewer Trust Fund. The County shall collect assessment charges from lines installed under the assessment procedures, and fees negotiated under Development Contracts.

Article 10.0 Title

10.1 At the time of recordation of a subdivision plat land for streets, parks, and open space may be dedicated or deeded to the County; and easements for utilities and drainage may be dedicated to public use. Unless otherwise provided, deeded land, easements, and improvements shall vest with the City upon annexation.

10.2 At such time as the water and sewer lines are accepted by the City from the contractor, all rights, title and interest in such lines shall immediately vest in the City and it shall be the responsibility of the City, subject to warranty, to maintain, replace and repair all such water and sewer lines.

10.3 The City shall operate all water and sewer lines and shall be responsible for payment of the appropriate monthly sewage fees to the City wastewater facility or the regional Wastewater Reclamation Authority (WRA) and the appropriate monthly water supply fees to the City water department or the regional water authority.

Article 11.0 Annexation

11.1 In the event of annexation of sewer and water facilities:

11.11 All applicable and uncollected acreage fees, frontage fees, or connection fees shall remain payable by the property annexed.

11.12 Assessments and fees levied by the County shall be collected either by voluntary payment or through normal procedures and deposited in the Joint Water and Sewer Trust Fund.

11.13 If a Development Agreement has been executed, the County shall continue to collect the balance of the funds due under the terms of the Development Agreement and deposit them into the Joint Water and Sewer Trust Fund.

11.14 Unless otherwise required, any deeds or bills of sale, if available, for sewer and water facilities will be transferred to the City.

11.2 In the event of annexation of a subdivision:

- 11.21 The County shall continue administration of the plat until the Final plat is recorded.
- 11.22 Unless otherwise required for County use, deeds, if available, to dedicated or deeded roads, streets, bridges, drainage structures, traffic signals, street lighting (if any), water lines, sewer lines and their appurtenances will vest with the City.
- 11.23 If bonds or warranties for improvements in the right-of-way continue in effect at the time of annexation, the County will continue maintenance and administration of the improvements until their expiration date. In this case the County and City will conduct a joint inspection of the improvements at least thirty (30) prior to expiration and determine if corrections, if any, need to be made.
- 11.24 Unless otherwise required, driveway permit records, as-built drawings, and electronic files of improvements will be transferred to the City upon request.

11.3 In the event of annexation of an active or approved site plan:

- 11.31 The County will continue administration of any active permit until it is completed or expires, and is issued a Certificate of Compliance, Use or Occupancy, or is cancelled.
- 11.32 The County will continue administration of any required improvements pursuant to an approved Site Plan until a Certificate of Occupancy is issued.
- 11.33 Any proposed permits or Site Plans, which have not been issued or approved by the County, will be directed to the City for permits or Site Plan approval.

11.4 In the event of annexation of a complaint, violation, citation or court ordered enforcement case:

- 11.41 If on the date of annexation a case status is an unresolved complaint or Notice of Violation, the County will discontinue enforcement and remand the files to the City for disposition.
- 11.42 If on the date of annexation in any case where a Notice to Abate, Citation, or Court Order has been issued, the County will continue enforcement until the matter is remedied. If the Court Order is of a continuing nature, the County will request the Court to transfer jurisdiction, if applicable, to the City.

11.5 In the event of annexation:

- 11.51 Inactive files pertaining to zoning, subdivision, site plans, permits, and enforcement, will be transferred to the City.
- 11.52 Permits for on-site disposal systems, wells, food establishments, other health permits, and enforcement of health related nuisances will be retained by the County, and continue to be enforced by the County.

11.53 Any drainage district under County administration and control where more than fifty percent (50%) of the district's acreage is incorporated in the City boundary will be transferred to the City.

Article 12 Termination

This Agreement may be terminated by the parties when all the land within the Urban Service Area has been annexed by the City, and all the fiscal obligations incurred under this Agreement have been satisfied.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as set out above.

CITY OF PLEASANT HILL, IOWA

By Mark Langmuir
MAYOR

POLK COUNTY, IOWA

By Tom Hockenjos
CHAIRPERSON
BOARD OF SUPERVISORS

Date 03-28-05

Date 4/26/05

ATTEST:

BY Joni Haag
CITY CLERK

ATTEST:

BY Jamie Hyatt
FIRST DEPUTY
COUNTY AUDITOR

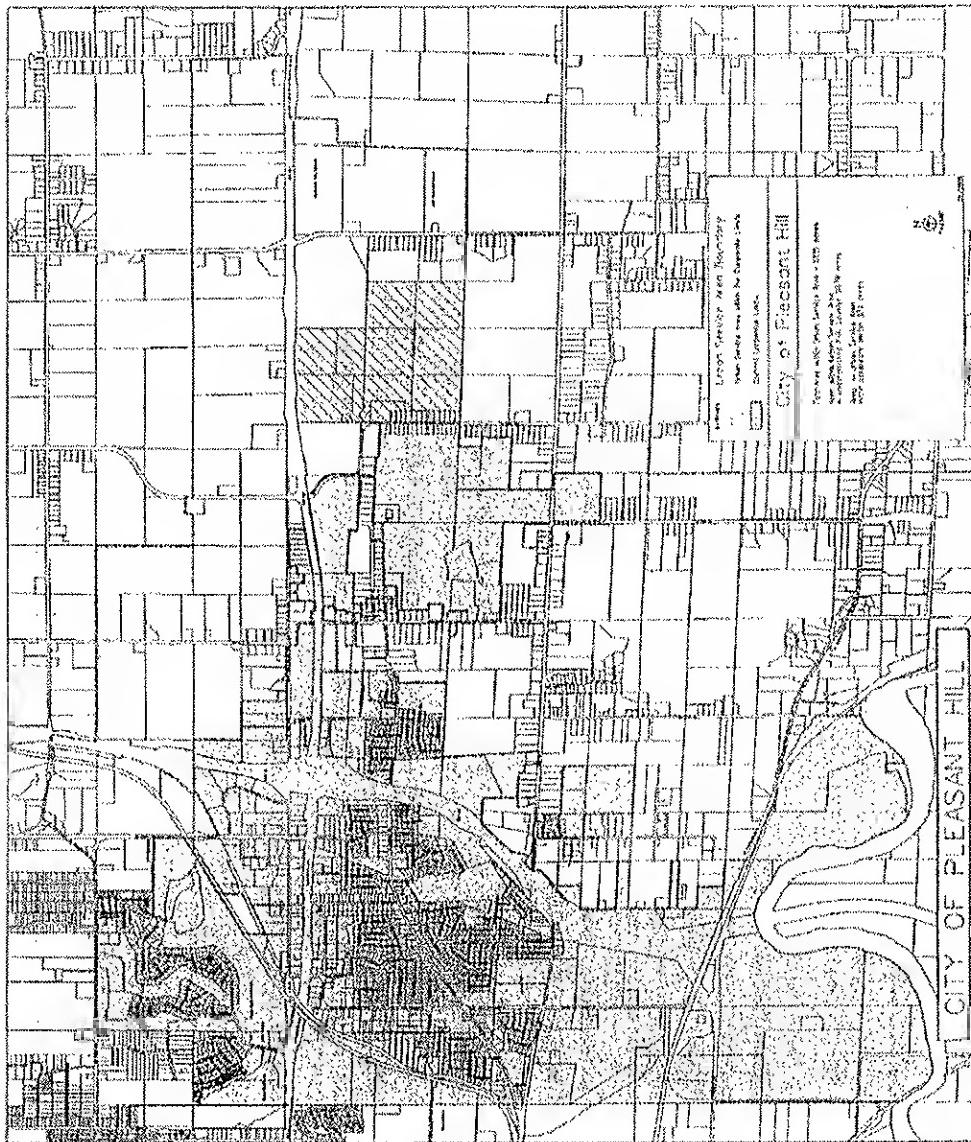


Exhibit 8 Page 11

JOINT CITY-COUNTY WATER/SEWER POLICY**1.0 General Provisions**

1.1 This policy provides the guidelines and conditions for the extension of the sanitary sewer system and public water systems in the Urban Service Area.

1.2 The County shall review all requests for on-site sewage disposal systems and well permits or water connections in the Urban Service Area.

1.21 If water or sewer is available, the developer/owner will be required to extend and/or connect as a Privately Financed Extension and execute a Development Agreement with the County.

1.22 If water or sewer is not available, the Owner/Developer will be granted an on-site sewage disposal or well permit as appropriate and Owner/Developer shall execute a Development Agreement with the County.

1.23 If located in a new subdivision, the Development Agreement will require the installation of water pipes and dry sewer sufficient to meet City and County Subdivision requirements.

1.24 If not located in a new subdivision, the Development Agreement will require that the parcel Owner/Developer, successors or assigns connect to the sewer or water within one (1) year of service becoming available.

1.3 Water and sewer projects in the Urban Service Area may be initiated by petition, by public health necessity, by privately financed extension, or by joint agreement of the parties.

1.31 Projects by petition and health necessity are approved, constructed and financed by the City or County, are assessed, and are subject to connection fees.

1.32 Projects by privately financed extension are approved by the City and County, privately financed and constructed, may be partially eligible for reimbursement for some system costs, and are subject to frontage, acreage, and connection fees.

1.33 Projects by joint agreement are approved, constructed and financed by the City or County, and are subject to frontage, acreage, and connection fees. A modified By Petition process, which eliminates steps germane to assessment, may be used to conduct such projects.

1.4 The City and County shall approve all plans and authorize the extension of water and sewer lines in the Urban Service Area before any commitment for water and sewer service can be made to others.

2.0 Projects by Petition and Joint Agreement

2.1 Petitions for water or sewer service in the Urban Service Area shall be submitted on forms provided by the County and shall be signed by at least sixty

percent (60%) of property owners who also represent at least sixty percent (60%) or more of the potentially assessable front footage. The Petition shall be filed with the County. The County staff shall check the validity of the Petition, and in consultation with the City cause a Preliminary Engineering Design and Feasibility Study, Budget Estimate and Preliminary Assessment Roll to be prepared.

2.2 The County staff and the City staff shall hold a Community Meeting with the petitioners and others in the petitioned area, discuss Preliminary Design, the Preliminary Project Budget, the Preliminary Assessment Roll, and make a determination if the project has sufficient support to continue. Any change which reduces the 60% petitioners and/or 60% frontage minimums will invalidate the petition.

2.3 If a recommendation to proceed is made, the City staff shall present the Petition, Preliminary Design, the Preliminary Project Budget and the Preliminary Assessment Roll to the City Council for concurrence. The City Council shall approve, revise, continue or reject the Petition.

2.4 If the City concurs with the Petition, the County staff shall present the Petition, the Preliminary Design, the Preliminary Project Budget, and Preliminary Assessment Roll and Plat to the Board of Supervisors for consideration and hearing. The Board of Supervisors may approve, revise, continue or reject the Resolution. If approved, the date of the Public Hearing will be set.

2.5 The County staff shall file with the Auditor a Notice of Public Hearing, A Project Resolution and Resolution of Necessity which shall include a Preliminary Project Budget and a list of potentially affected property owners, their mailing addresses, and the Preliminary Assessment Roll and Plat per Iowa Code 384.41. The Auditor shall cause the Notice of Public Hearing to be published one time in a newspaper at least ten (10) days but not more than 20 days prior to the date of the Public Hearing. At least ten (10) days prior to the Hearing, the Auditor shall mail notice of the Public Hearing and the Project Resolution to all property owners subject to assessment. The Auditor shall certify to the Board of Supervisors that publication of the hearing and mailing of the Hearing Notice and Project Resolution have taken place.

2.6 After the Public Hearing, the Board of Supervisors may adopt a Project Resolution directing the project take place, and a Project Budget setting the amount of the estimated cost which may include a default fund. These actions shall cause a pending lien to be placed against the affected properties per Iowa Code 384.65.

2.7 If the Project Resolution and Project Budget are approved, the County shall notify the City, and in consultation with City staff select an engineering firm to design the project, and select a consultant for right-of-way acquisition. The City or County may choose to do design or acquisition with City or County staff in which case the costs of these services will be paid for from the Project Budget.

2.8 Upon completion of design and right-of-way acquisition, a request for construction bids shall be advertised by the County. After consultation with the City staff, the Director of Public Works shall make a recommendation with regard to the bids. After hearing, the bid may be awarded by the County to the lowest responsible bidder. If necessary to ensure project completion, the Project Budget may be amended by the County.

2.9 A copy of the Construction Contract and Schedule shall be furnished to the City by the Public Works Department. At the City's option, the City may inspect the work and be responsible for the release of progress payments; or these services can be contracted with a third party, or the County may perform the inspection work. Notwithstanding, the County will retain five per cent (5%) of all payments until the project has been completed and accepted by the City.

2.10 The City may recommend Change Orders and the County may authorize Change Orders using contingency funds not to exceed the Project Budget. In the event a Project Budget is exceeded, the City may make a recommendation to the County, and the County may amend the budget.

2.11 Upon completion and acceptance of the project by the City, the County shall make final payment to the contractor, and title to the water, sewer lines and appurtenances shall vest with the City. Warranties on this work shall be in the City's name, and the City shall be responsible for enforcement of the warranties. If the City fails to enforce said warranties, the County, at its option, may enforce said warranties.

2.12 The County shall complete final assessment for the project in accordance with procedures required by law. Assessments shall be for frontage/ service fees, acreage, and connection fees as set forth in this policy.

3.0 Projects by Public Health Necessity

3.1 If the County's Public Works Department determines that a fully or partially developed sub area within the Urban Service Area appears to experiencing widespread failure or malfunctioning of on-site systems; the Public Works Department shall conduct a survey of the on-site systems in the sub area.

3.2 If the survey results indicate that the number of failing and malfunctioning systems is or will be detrimental to the general health and welfare of the sub area, the Public Works Department shall make a written report and recommendation.

3.3 The Public Works department report and recommendation shall be treated as if it were a Petition; however, the 60% minimum criteria with regard owner participation and frontage participation shall be disregarded.

4.0 Projects by Privately Financed Extension

4.1 Any citizen, company, or corporation may request permission to extend, at their own expense, water and sewer to their property, facility, or development. The terms and conditions of such permission shall be executed in the form of a Development Agreement between County and the developer.

4.2 The owner/developer shall contact the City or the County and determine the proximity of existing services to their property, facility or development. The Owner/Developer's engineer may be requested to provide information with regard to locations, elevations, flows, and other planned improvements.

4.3 The County in consultation with the City shall determine the feasibility of the extension, the capacity of the system to receive the flow, and the compatibility of the proposed extension with City and County plans.

4.4 If it is determined that the Owner/Developer's extension should become part of the public system; then, with City and County approval, the Owner/Developer may install the system to Statewide Urban Design Standards and Specifications (SUDAS)-Current Year. All plans and designs prepared by a private engineer will be approved by the City and the County, and the extension will be inspected by the City, the County, or an approved third party. The extension shall become property of the City upon completion by the Owner/Developer and acceptance by the City.

4.5 If it is determined that the Owner/Developer's proposed extension should be oversized beyond the owner's needs, or that an off site extension is needed to connect the owner to the system, or a lift station and force main is needed to serve the proposed sub area; then, with City and County approval the Owner/Developer shall install and pay for all the desired improvements.

4.6 The County shall reimburse the Owner/Developer for the proportionate cost of the oversized line(s), the off-site connection, or the lift station and force main upon completion of the construction and certification of project costs by a professional engineer.

4.7 In the event off-site right-of-way is required to complete a project, the developer will offer the landowner no less than the appraised value of the right-of-way. The County agrees to reimburse the developer for only the appraisal report and the appraised value of the right-of-way upon project completion.

4.8 In the event right-of-way cannot be obtained the developer, the County will pursue right of way purchase, and allow construction once obtained. If the County obtains the right-of-way, the developer will not be reimbursed for the appraisal report, the right-of-way or easements, or any time or fees expended pursuant thereto.

4.9 If the Owner/Developer installs privately financed sewer or water lines, applicable acreage fees and connection fees will still need to be paid by the Owner/Developer at the time the Development Agreement is approved. Frontage fees will be satisfied by the owner's cost of construction of the water or sewer lines.

4.10 Fees for the off-site lines on intervening property will not be paid by the developer, but will be paid by the owner of that property at the time of application for service from the line.

4.11 The developer shall be responsible for the installation of sewer and water lines within their development and shall dedicate or deed right-of-way to the City or County, as appropriate, without cost. Private extensions must be constructed across the entire width of the Owner/Developer's property.

4.12 No work shall commence, nor shall any work be authorized under this Agreement unless and until both the City and County have approved a Development Agreement with the Owner/Developer.

5.0 Assessments

5.1 In projects where the County or the City act as the Owner/Developer, interior sewer collection lines and/or water distribution mains may be installed and assessed. Assessments shall be for frontage/service fees, acreage fees and connection fees as set forth in this policy.

5.2 For lines not installed under an assessment procedure, charges will apply which would equal the assessment charge had the line been installed under an assessment procedure.

5.3 The County, in its discretion, may hold any assessment in abeyance, without interest, for a period not to exceed ten (10) years; provided, however, that if the owner of the abutting property desires to tap into the water or sewer line within the period when the assessments are held in abeyance, the owner will, prior to connection, pay a lump sum of the assessment and such other fees required on the entire tract involved.

5.4 No lot shall be assessed for more than 25% of its value.

6.0 Frontage Fees

6.1 Frontage fees shall be based on an eight-inch water line and an eight inch sewer line, such levy to be \$41.00 per foot of frontage abutting a sewer line improvement; and \$26.00 per foot of frontage abutting a water line project. As construction costs rise, frontage fees shall be subject to adjustment by mutual agreement of the parties.

6.2 The frontage abutting on the line will be the basis for making the assessments for linear footage charges.

6.21 In cases where a sewer or water line only partially abuts a tract, an Owner/Developer shall be charged for the full length of frontage provided the property can be served.

- 6.22 Outfall lines and main trunk lines running cross-country on undeveloped property and not abutting a street will not be assessed but a front footage charge will apply at the time of development.
- 6.23 Where a line is installed along a street which abuts the City Corporate Limits, the property within the City will be assessed at the regular rate, if the assessment is approved by the City. Similarly, if not assessed but still served by a project and approved by the City, a front footage charge will be collected by the City from the owner of each at the time of development.
- 6.24 On a cul-de-sac, pie shaped lot or flag lot the front footage shall be measured at the building setback line.
- 6.25 A tract abutting two streets in which service is provided, but not a corner lot, shall pay an assessment on the service frontage. If service is subsequently taken from the second frontage, another front footage charge shall be made, otherwise the frontage not utilized may be held in abeyance.
- 6.26 Where a street bisects a property the owner must pay an assessment on both frontages.
- 6.27 A lot adjacent to the intersection of two streets, or adjacent to a corner on a continuous street where the angle caused by such corner is between eighty and one hundred degrees (80°-100°) shall have the frontage fees exempted for one adjacent side. (Normally the short side.)

7.0 Acreage Fees

- 7.1 For water service, a charge of \$1,000 per gross acre for the area to be served; for sewer service, a charge of \$1,750 per gross acre for the area to be served. These fees are due at the time construction plan submission for approved water or sewer projects, or at the time of building permit or sewer service application in all other cases. As costs increase, acreage fees shall be subject to adjustment by mutual agreement of the parties.
- 7.2 The charge shall be applied to all the contiguous acreage of a tract an Owner/Developer owns. This acreage shall include land unsuitable for development such as ponds, lakes, open space, parklands, and floodplains, and lands proposed for right-of-way, except that acreage fees for public right-of-way dedication in excess of thirty-three (33) feet from the centerline shall be exempt.
- 7.21 If any portion of a tract cannot be served, the unserved area shall be computed by the Public Works Department and removed from the acreage fee computation.
- 7.22 The acreage listed in the tax records will be used in the computation unless a survey is available. Any dispute on the acreage of a tract will be settled by survey.

7.3 The following exemptions shall apply under this Agreement:

- 7.31 Frontage assessments and acreage fees applicable to City and County projects in the Service Area shall not be levied on Community

Development Block Grant, HOME, Weatherization, or Emergency Assistance projects funded by the County, state, or federal government.

7.32 Where service is desired for a single family or agricultural residence, which is part of a five (5) acre or more undeveloped parcel, the owner shall designate a minimum of one (1) acre for the purpose of connection thereto, and a linear frontage assessment of one hundred twenty five (125) feet shall apply to the "designated acre." The remainder of the acreage and frontage shall be held in abeyance until the owner applies for a second connection, or subdivides, at which time the remaining acreage and frontage fees will be due.

7.33 Where parks and recreation property requires service a minimum of one hundred twenty five (125) linear feet of frontage and a one (1) acre acreage charge shall apply for each structure served.

8.0 Service Connections

8.1 At least one water and sewer service shall be constructed according to Statewide Urban Design Standards and Specifications (SUDAS)-Current Year to connect each parcel immediately served by a project.

8.2 The cost of services installed in conjunction with water and sewer lines will be included in the water and sewer frontage fees.

8.3 A connection fee at the prevailing City rate will also be charged at the time of connection.

8.4 Services will be installed and assessed to all lots with existing structures when part of an assessed project; and included in frontage fees when not a part of an assessed project.

8.5 Services installed at the owner's request and not part of an assessed project will be charged at the prevailing City rate as part of the connection fee.

8.6 Lines are assumed to run down the center of the street and each owner will be charged a connection fee accordingly.

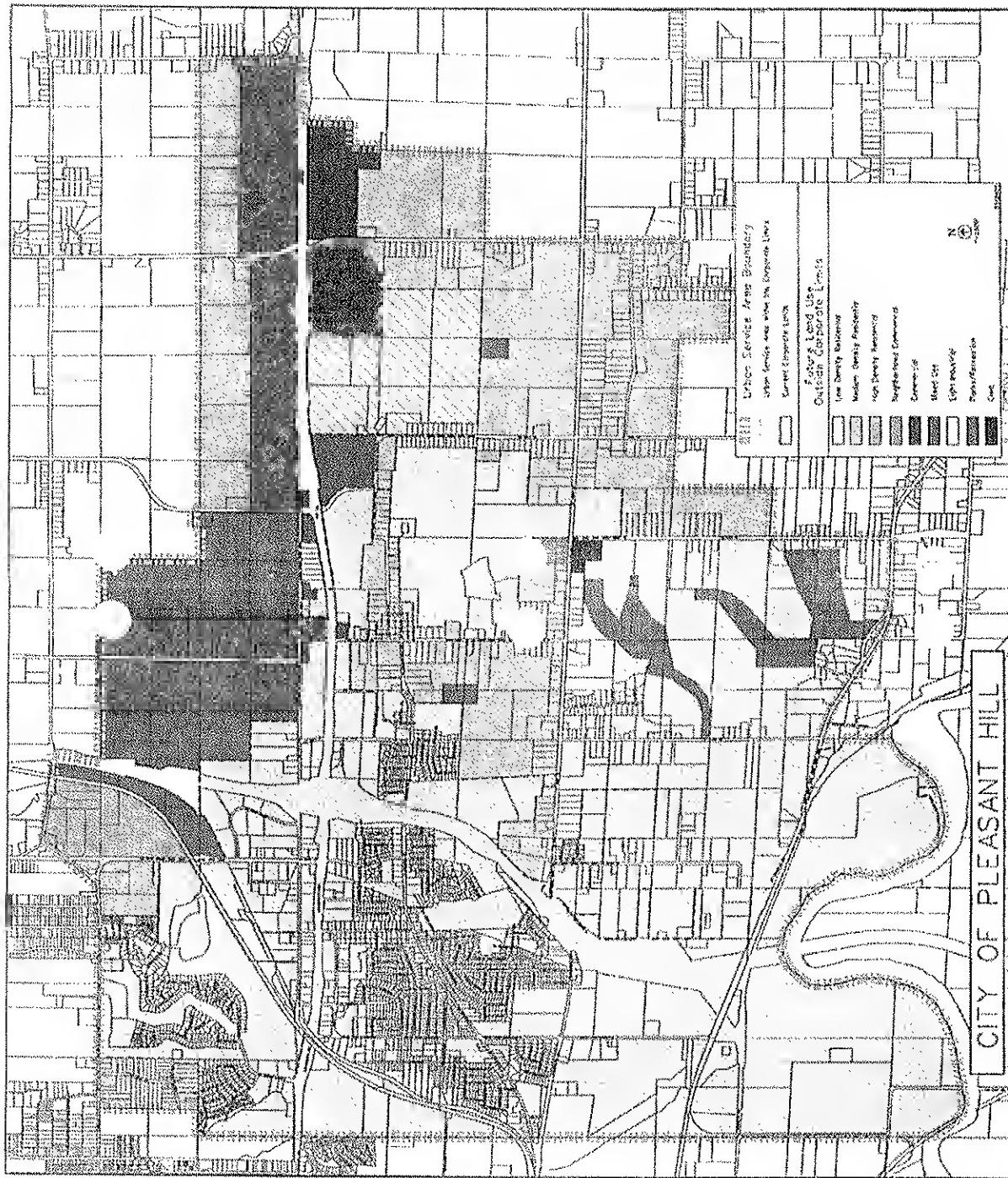
9.0 Payment of Fees

9.1 Owner/Developers shall pay assessments, frontage fees, acreage fees, and connection fees as appropriate. Owner/Developer installed lines and mains are made in lieu of assessments or frontage/service charges, but not in lieu of acreage charges or connection charges.

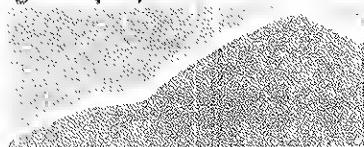
9.2 A developer/owner may request that their assessment, or acreage and frontage/service fees be paid over a period of time, not to exceed ten (10) years, and they will be required to execute a Development Agreement with the County to:

9.21 Make the first installment of one-tenth of the fees due the County or satisfy fees necessary to record a plat, whichever is greater.

- 9.22 Make equal annual installments on the unpaid balance for the ten year period, these installments being charged interest at the bonded interest rate established at the time of project initiation. In no case shall the interest rate exceed nine percent (9%).
- 9.23 Recognize acreage fees as a first and prior lien upon developer/owner property.
- 9.24 Pay all outstanding fees due the County, should a part or all the parcel be sold.
- 9.25 Recognize that the County reserves the right to withhold any permit or license to which the developer/owner or their agents would otherwise be entitled in the event payments are not timely made or not made.



grow. play. live.



pleasant hill

February 1, 2013

5160 Maple Drive • Suite A
Pleasant Hill, IA 50327-8440
Phone: (515) 262.9368
Fax: (515) 262.9570
www.ci.pleasant-hill.iowa.us

RISE Program: Local Development
Iowa Department of Transportation
Office of Systems Planning
800 Lincoln Way
Ames, Iowa 50010

RE: APPLICATION FOR RISE: COMPETITIVE RATING FUNDING
FOR LOCAL DEVELOPMENT PROJECTS
NE 75th STREET IMPROVEMENTS PROJECT
PLEASANT HILL, IOWA

Dear Commissioners of the Iowa Transportation Commission:

On behalf of the City of Pleasant Hill, it is our privilege to submit this application for RISE: Competitive Rating Funding for Local Development Projects for our NE 75th Street Improvements Project. This project will provide access and infrastructure for an approximately 71 acre light industrial subdivision that will be located within the northeastern region of the City.

Pleasant Hill is a community with the unique availability of two major highway corridors bisecting the City consisting of Iowa Highway 163 and US Highway 65. These provide immediate access to major regional transportation networks and makes Pleasant Hill a very attractive area for local, regional and national businesses. The Highway 163 corridor east of Highway 65 has long been identified as the future growth area for the City of Pleasant Hill. In 2006, Pleasant Hill developed the Highway 163 Corridor Study to analyze and plan for the future development and growth associated with this area. Through this study NE 75th Street was identified as a collector roadway to provide vital access associated with the development of this region. In 2006, Pleasant Hill along with Polk County also invested in an extensive eastern sanitary sewer system consisting of major infrastructure to provide sanitary sewer service to over 6,000 AC east of Highway 65 ultimately serving the Highway 163 corridor. With this application by Pleasant Hill for RISE funds, the City is looking to improve the number of businesses and industries in this area and encourage their locations here with one goal in mind, job creation.

The proposed development is looking to continue the success associated with the installation of the Highway 163/NE 75th Street Signalization and Intersection Improvements project that was completed in the summer of 2009. Immediately following the completion of the intersection improvements project the Spring Creek development on the south side of Highway 163 was completed in the fall of 2009 providing the southerly extension of NE 75th Street. The current proposed improvements will provide the west bound right turn lane on Highway 163 and the extension of NE 75th Street approximately 1,670 LF north of Highway 163 thus establishing the northern corridor for

Mayor	City Manager	City Clerk	Community Development Director	Police Chief	Tire Chief	Mayor Director
515.309.9406	515.309.9408	515.262.9368	515.309.9460	515.262.9465	515.309.9420	515.262.9368

Exhibit 10 Page 1

Page 2
Mayor's Letter to Iowa DOT

NE 75th Street. These improvements will provide the vital transportation infrastructure necessary to provide access to the entire northerly region to support future development.

The NE 76th Street Improvements Project will not only demonstrate economic benefit for the City of Pleasant Hill and the eastern Polk County region, but on a much larger scale the entire State of Iowa with the retention and creation of new business, Industry, jobs, and services. It is for this principal reason that the City of Pleasant Hill, Polk County, and Eastern Polk Regional Development, Inc. support the project and are hopeful that the Iowa Department of Transportation will realize the potential of the project and support it by granting the funding through the RISE Program Local Development.

If you require further information on this application, please do not hesitate to contact our City Manager, Don Sandor.

Respectfully submitted,

CITY OF PLEASANT HILL, IOWA



Mike Richardson, Mayor

Form 26C001
02-10

Iowa Department of Transportation

APPLICATION
for
RISE:
COMPETITIVE RATING FUNDING
for Local Development Projects

GENERAL INFORMATION

Applicant Name: City or County of City of Pleasant HillContact Person: Don Sandor Title: City Manager

Mailing Address	<u>5160 Maple Drive</u> <small>Street Address</small>	Pleasant Hill <small>City</small>	IA <small>State</small>	50327 <small>ZIP Code</small>
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Email Address	<u>dsandor@pleasanthilliowa.org</u>	Daytime Phone:	<u>(515) 309-9408</u> <small>Area Code</small>
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If more than one local government is involved in this roadway project, please state the highway authority, contact person, mailing address, and telephone number of the second agency. (Attach an additional page if more than two agencies are involved.)

City or County of	<u>Polk County</u>	Contact Person:	<u>Bob Rice</u>
-------------------	--------------------	-----------------	-----------------

Mailing Address	<u>5885 NB 14th Street</u> <small>Street Address</small>	Des Moines <small>City</small>	IA <small>State</small>	50313 <small>ZIP Code</small>
-----------------	--	-----------------------------------	----------------------------	----------------------------------

Email Address	<u>robert.rice@polkcountylowa.gov</u>	Daytime Phone:	<u>(515) 286-3705</u> <small>Area Code</small>
---------------	---------------------------------------	----------------	---

Please complete the following:

The proposed project is on the following type(s) of road:

- City Street Secondary Road Primary Road
(Length of Project in feet: 2,355)

If a primary road is involved, indicate the desired RISE funding source:

- City County State

This project involves Development of a New Road
 Improvement of an Existing Road
 Both

Has any part of this development or roadway project been started? Yes No

If yes, please explain.

This application is for RISE funding as a: Loan Grant Combination

If this application is for a loan or a combination loan/grant, please state the proposed terms of repayment. *(Include amount of principal to be repaid, proposed interest rate, length of repayment, etc.)*

If this application is for funding for two or three program years, please specify the amount of funding requested for each year:

First year \$ <u>848,150.00</u>	Second year \$ _____	Third year \$ _____
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PROJECT INVESTMENT INFORMATION

Estimated Total Capital Investment \$ 53,383,070.00

(*"Total Capital Investment" is defined in the Administrative Rules. Please attach a breakdown by major item, such as land, improvements to land, buildings, equipment and utilities. The cost of the roadway project, excluding RISE funds requested, should be included in these figures.*)

Private Investment	\$ <u>52,178,920.00</u>
Public Investment	\$ <u>1,204,150.00</u>
 Total Cost of Roadway Project	\$ <u>2,051,300.00</u>
 RISE Funds Requested for Roadway Project	\$ <u>848,150.00</u>

Matching Funds Available for Roadway Project (Assured or Anticipated)

Source	Amount	Assured?
1. City of Pleasant Hill - 50% of the Eligible Project	\$848,150.00	Yes
2. City of Pleasant Hill	\$356,000.00	Yes
3.		
4.		

DEVELOPMENT POTENTIAL INFORMATION

This project involves Attracting a New Development
 Expanding an Existing Development
 Retaining an Existing Development
 Improving Access to an Existing Development
 Other (*Please describe.*)

Please identify the type(s) of development to be supported with the RISE project. (Be as specific as possible.)
Light Industrial and Warehousing

Does the project involve relocation of economic activity from elsewhere in Iowa? Yes No
If yes, please explain.

What is the status of the economic development or activity to be supported by the RISE-funded roadway?
(*Please check the appropriate answer.*)

- Applicant has a firm commitment for a new economic development, or expansion or retention of an existing development. (*See "Required Documentation" – Item G.*)
 - Applicant is negotiating with a specific firm(s) concerning a location, expansion or retention decision. (*See "Required Documentation" – Item G.*)
 - Negotiations are not underway, but applicant is seeking a specific type or types of economic development for the site.
 - Applicant is preparing or improving access to a site where future, unspecified development can occur.
 - Applicant is improving access to an existing development which has no immediate plans for expansion.
- Other (*Please describe.*)

ECONOMIC IMPACT INFORMATION

Please estimate the number of permanent, direct jobs created and/or retained as a result of this project.
 (These numbers should not include construction or indirect "multiplier" jobs.)

Total Direct Jobs Created	<u>427</u>
Initial jobs (<i>within first two years</i>)	<u>80</u>
Other future jobs (<i>beyond first two years</i>)	<u>347</u>
Total Direct Jobs Retained	<u>N/A</u>

If this roadway project supports a tourism or recreational development, please estimate the annual number of visitors.

	Current	Estimated Increase
Overnight Visitors	<u>N/A</u>	<u> </u>
Day Visitors from 100 or more miles away	<u> </u>	<u> </u>
Day Visitors from less than 100 miles away	<u> </u>	<u> </u>

Please estimate the number of acres (*by type of development*) which will be directly served by the RISB-funded roadway:

Type of Development Served	Acres Currently Developed	Total Usable Acres
Industrial/manufacturing	<u> </u>	<u>71.2</u>
Commercial/office/retail/wholesale	<u> </u>	<u> </u>
Park/tourist/recreational	<u> </u>	<u> </u>
Other	<u> </u>	<u> </u>
Unknown	<u> </u>	<u> </u>

LOCAL COMMITMENT AND INITIATIVE INFORMATION

Please indicate whether the following nonroadway factors intrinsic to the success of the development are in place:

	Yes	No
Land Assembled and Available for Sale or Lease	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Zoning Suitable for Proposed Use	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sewage Treatment Capacity	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Storm Drainage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Telephone	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Permits (<i>if applicable</i>)	<input type="checkbox"/>	<input type="checkbox"/>
Labor Force Training (<i>if applicable</i>)	<input type="checkbox"/>	<input type="checkbox"/>
Rail Service (<i>if applicable</i>)	<input type="checkbox"/>	<input type="checkbox"/>
Other (<i>Please describe</i>)		

If "No" is checked for any of the above, please describe what arrangements are being made for providing land, utility or other necessary services. The property currently is located in Polk County and is proposed to be annexed into the City of Pleasant Hill and rezoned to I-2 Light Industrial.

Please describe what economic development/marketing activities the applicant has been involved in within the recent past. For example, state whether the applicant has a local economic development organization or belongs to an area economic development organization. If so, state the name, address and contact person for each group. Also, describe the activities and accomplishments of the organization(s) such as the number of firms contacted, the volume of promotional materials mailed, the number of jobs or visitors attracted, and the number of dollars invested.

The City of Pleasant Hill actively pursues economic development opportunities through the Pleasant Hill Area Chamber of Commerce, 5160 Maple Drive Suite C, Pleasant Hill, Iowa and the Eastern Polk Regional Development, Inc, 119 2nd Street, Suite B, Altoona, IA 50009. The contact persons are the Kathy Jensen, Executive Director for the Pleasant Hill Chamber of Commerce and Frederick Hollister, Executive Director of the Eastern Polk Regional Development, Inc. In addition to these two organizations the City of Pleasant Hill provides financial incentive programs such as Tax Abatement and Tax Increment Financing.

TRANSPORTATION NEED INFORMATION

Is the need for the roadway improvement identified by local plans, capital improvement programs, or other adopted local priorities? (*Please explain.*) The Highway 163 Corridor Plan which has been adopted by the City as part of their Comprehensive Plan clearly shows NE 75th Street as a major north/south collector providing connectivity through the Highway 163 corridor. These efforts have also been coordinated with the Des Moines Area MPO.

DOCUMENTATION INFORMATION

The following documents must be attached to this application. In the upper right-hand corner of each document, write the letter (shown below) which the document supports. (*Please refer to the general instructions for an explanation of each item.*)

Please check that the following items are attached:

- A. A NARRATIVE describing the proposed total economic development and how the RISE project will support the development.
- B. A RESOLUTION or resolutions approved by the participating local governments.
- C. A NARRATIVE assessing existing conditions, outlining the proposed concept of the roadway project, and providing adequate transportation justification.
- D. A MAP identifying the location of the roadway project.
- E. A SKETCH PLAN of the project.
- F. A TIME SCHEDULE for the roadway project, and other development as appropriate.
- G. A LETTER OF COMMITMENT from the business or developer if the applicant indicates a firm commitment exists or negotiations are underway.
- H. An ITEMIZED BREAKDOWN of total roadway project costs. The attached form must be used.
- I. A NARRATIVE describing the associated economic development and jobs.
- J. DOCUMENTATION that the proposed road project and economic development are consistent with any regional or metropolitan area long-range transportation plans in effect for the RISE project location.
- K. A NARRATIVE if the project involves the remediation or redevelopment of a brownfield site.
- L. Minority Impact Statement completed and signed.

CERTIFICATION

To the best of my knowledge and belief, all information included in this application is true and accurate, including the commitment of all physical and financial resources. This application has been duly authorized by the participating local government(s). I understand the attached RESOLUTION(S) binds the participating local governments to assume responsibility for adequate maintenance of any new or improved city streets or secondary roads.

I hereby certify, under penalty of perjury, that any award of RISE funds; any subsequent letting of contracts for design, construction, reconstruction, improvement or maintenance; or the furnishing of materials therefore; shall not involve direct or indirect interest, prohibited by Iowa Code Section 15A.2, 314.2, 362.5 or 331.342, of any state, county, or city official, elective or appointive. Any award of RISE funding or any letting of a contract in violation of the foregoing provisions shall invalidate the award of RISE funding and authorize a complete recovery of any funds previously disbursed.

I understand that, although this information is sufficient to secure a commitment of funds, a firm contract between the applicant and the Department is required prior to the authorization of funds.

Representing the City of Pleasant Hill

Signed:



Signature in Ink

1-31-2013

Date Signed

Don Sandor, City Manager

Typed Name and Title

January 31, 2013

Typed Date

Attested:



Signature in Ink

1-31-2013

Date Signed

Ben Champ, Community Development Director

Typed Name and Title

January 31, 2013

Typed Date

Attachment A
Page 1 of 4

Explanation of Impact

The City of Pleasant Hill has been working with Eastern Polk Regional Development Corporation and Ferguson Properties to develop more industrial property within the city. In 2009, the city finished construction of the NE 75th Street intersection and signalization project, which allowed for development on the south side of University Avenue/Iowa Highway 163. The current proposed roadway project will be constructed on the north side of Highway 163 and will consist of pavement 66' feet wide in a 100' ROW in a portion of the project and 45' wide in a 80' ROW for the remaining portion to include a 12' wide westbound right turn lane off of Highway 163. The transverse joints are load carrying joints reinforced with CD baskets so that truck traffic is properly accommodated.

Based on discussions with Ferguson Properties, Eastern Polk Regional Development Corporation and hopeful industries, this application seeks RISE project funds to aid in the construction of a roadway facility that is adequate to handle the projected truck traffic for the future development of a light industrial area of approximately 71 acres.

The Highway 163 Corridor has received some interest in prospective warehousing, distribution and light manufacturing businesses. This development provides an immediate opportunity to business and industrial development and thus the creation of employment opportunities for residents of City of Pleasant Hill, Altoona, Bondurant, Mitchellville, and surrounding region. The proposed project also accomplishes the construction of a vital section of roadway that will be a part of a future collector to provide connection back into the local street network to the north. As development continues to the north and west, proposed land use includes residential, commercial and light industrial. The Pleasant Hill Comprehensive Plan calls for additional light industrial development to assist in keeping tax rates at a reasonable level for the citizens. This development continues to fulfill the goals of the Comprehensive Plan and creates an opportunity for further development to occur that enhances the livability of the citizens.

If RISE funding is secured to the level being asked, the NE 75th Street Improvements are proposed to be constructed in 2013, with an anticipated completion date in November.

Attachment A
Page 2 of 4

Job Creation

The future number of employees has been estimated for the industrial site based on other similar developments in Iowa and projects approved for incentives by the Iowa Economic Development Authority.

The proposed industrial development area would focus on warehousing, distribution and light manufacturing. These types of companies typically create 30 to 50 jobs per company per project. We estimate this 73 acre development has the capacity to potentially generate over 400 jobs and contain over 1,000,000 square feet of light industrial, warehouse and distribution space with an estimated taxable value well over \$30,000,000.

If one looks at other regional developments such as the Huxley Development Corporation development on the south side of Huxley, and estimate nearly 50% of the development would focus on light-industrial type uses and the remaining 50% would relate to professional office type development. Then the estimated number of employees upon full development would be much higher.

The development is close to US Highway 163 and Iowa Highway 65, which has direct access to Interstate 80 along the north side of the Des Moines Metropolitan area. This direct access will be vital to providing the necessary access for trucks to support the development. Having direct access to major transportation facilities will help keep transportation costs low for prospective businesses choosing to locate in Pleasant Hill.

Proposed Capital Investment

Based on likely uses and typical building costs, Eastern Polk Regional Development and the City of Pleasant Hill estimate that private developers would invest upwards of \$50,000,000 in capital investment to fully develop the 71 acre site. That would equal an investment of at least \$705,000 per acre.

Project Financing

The total RISE eligible costs for constructing the north extension of NE 75th Street improvements project is projected to total \$1,514,300.00. The City of Pleasant Hill is requesting 50% of that amount which equals \$848,150.00. A comparison of the total private investment and the requested RISE funding yields a very positive benefit/cost ratio of 61.52:1. Literally, every dollar of RISE funding will likely yield over sixty one dollars of private investment.

Attachment A
Page 3 of 4

Conclusion

The City of Pleasant Hill requests RISE funding to construct the proposed RISE eligible portion of the NE 75th Street Extension , within the schedule outlined in Attachment E. The delay of this project will potentially impact the city's ability to effectively market to prospective businesses and a valuable opportunity may be lost.

The City of Pleasant Hill has committed the funds to accomplish the public portion of this project, minus the RISE funds. The City anticipates they will more than recover their investment through additional property taxes to be generated by the future development of this property

In summary, the roadway improvements provided by the requested RISE grant for the NE 75th Street Extension will provide a tremendous opportunity for, warehousing, distribution, light-industrial and manufacturing development as well as professional office development. The investment of private money and the creation of new jobs will have a very positive impact on the City of Pleasant Hill, Eastern Polk County, the Des Moines Metro Area, and the surrounding region.

Attachment A
Page 4 of 4

Exhibit A-1: B/C Ratio

<u>Category</u>	<u>Acres</u>	<u>Assigned Value</u>	<u>Total Jobs</u>
Employment			
Light Industrial	71.2	@ 6 Emp/Ac	427
Total Projected Employment			427
 <u>Category</u>	<u>Acres</u>	<u>Assigned Value</u>	<u>Total Value</u>
Private Capital Investment			
Light Industrial			
Land	71.2	@ \$20,000/ac	\$1,780,000
Building / Site Development		25% Area @ \$50/sf	\$38,768,400
Equipment, Supplies, Furniture		25% Area @ \$15/sf	\$11,630,520
Total Private Investment			\$52,178,920
 Total Private Investment			\$52,178,920
Total RISE Requested			\$848,150
 <i>Private Capital Investment B/C Ratio</i>			<i>61.52:1</i>
 Public Capital Investment			
RISE Eligible Match			\$848,150
Remaining Utilities and Non-RISE roadway extension			\$356,000
Total Public Capital Investment			\$1,204,150

Attachment C
Page 1 of 3

The existing conditions, proposed concept and transportation justification outlines how the proposed development incorporates the NE 75th Street extension and how the roadway interrelates with the City of Pleasant Hill's and Polk County's Comprehensive Plans and long term development and transportation planning.

Description of Location and Access

The southern limit of the proposed NE 75th Street extension in the proposed development begins at the tee intersection between Iowa Highway 163 and NE 75th Street to the south. (Refer to Attachment D) The new roadway will extend from the existing north edge of the westbound 1A 163 lanes north approximately 1,600 feet to a future intersection with an east/west collector roadway to be named later. This extension will serve as the primary access point to the light industrial area as well as the future development areas north into what is proposed to be in the City of Altoona limits. The project also includes a westbound right turn lane on Highway 163. A Project Map of the roadway concept is included in Attachment D. The regional infrastructure system is set up to accommodate this development through conventional extensions of service.

Land Use and Zoning

The City of Pleasant Hill adopted their current Comprehensive Plan in 2005. Within that document, Pleasant Hill's future land use map identified the development area as Highway Commercial.

The City of Pleasant Hill also commissioned a study of the Highway 163 corridor, which was completed in 2006. The study document includes a plan to develop this area with a mixed land use, which includes office space and residential.

The City will be working on amending their Comprehensive Plan updating their future land use map to reflect mixed use and light industrial along the Highway 163 corridor. For the purpose of this development, light industrial and distribution uses are being targeted as the primary uses within this development area. Proper buffering between different zones will be accomplished as the development is built and filled in.

In reviewing the City of Altoona's future land use map, they have identified the area immediately adjacent and to the north to be Parks/Recreation in use. The plan indicates a wide band width, likely a trail corridor, that would buffer this development and proposed low density residential uses to the north.

Attachment C
Page 2 of 3

Existing Conditions

The development of Pleasant Hill the past decade has focussed primarily around the Highway 163 corridor. With the recent SE Polk Schools expansion near the intersection of Highway 163 and NE 80th Street, street and utility infrastructure has been improved in close proximity to this development area. Recently, NE 75th Street was constructed from IA 163 south to accommodate a second primary ingress/egress route to/from the new High School. A traffic signal was installed at the NE 75th Street intersection with Highway 163 to better handle peak hour traffic volumes. Minor modifications to this signal would be needed with the extension of NE 75th Street to the north.

The transportation system within Pleasant Hill is somewhat typical for a Des Moines Metro Area community in that Major Collectors, such as NE 75th Street, connect into Principal Arterials and ultimately feed into the Interstate Highway system. This streamlined network accentuates the ability for cities to market job centers to develop.

Proposed Concept

As shown in the Project Map in Attachment D, the main purpose of the extension of NE 75th Street is to accommodate economic development by continuing the current extension of the roadway to open up more expanses related to light industrial development, thus creating more jobs for the region. When coupled with the new high school site, the eastern area of Pleasant Hill becomes poised for additional growth in a balanced manner. Additional development will support the need for the local infrastructure improvements such as water distribution, electric, gas, fiber optic, and sanitary collection.

The NE 75th Street extension would provide the following benefits:

- Encourage continued economic diversification, new business opportunities, small business development, and improve importing/exporting commerce.
- Provide direct access to an established roadway network that is capable of accommodating the transportation needs of this development.
- Provide citizens with quality of life amenities that help generate a cohesive community, thus supporting job centers being targeted for this development.
- Provide a route for additional utility services that are able to be connected into a greater network, thus improving existing services to existing developments and enhancing service to the proposed development.

Attachment C
Page 3 of 3

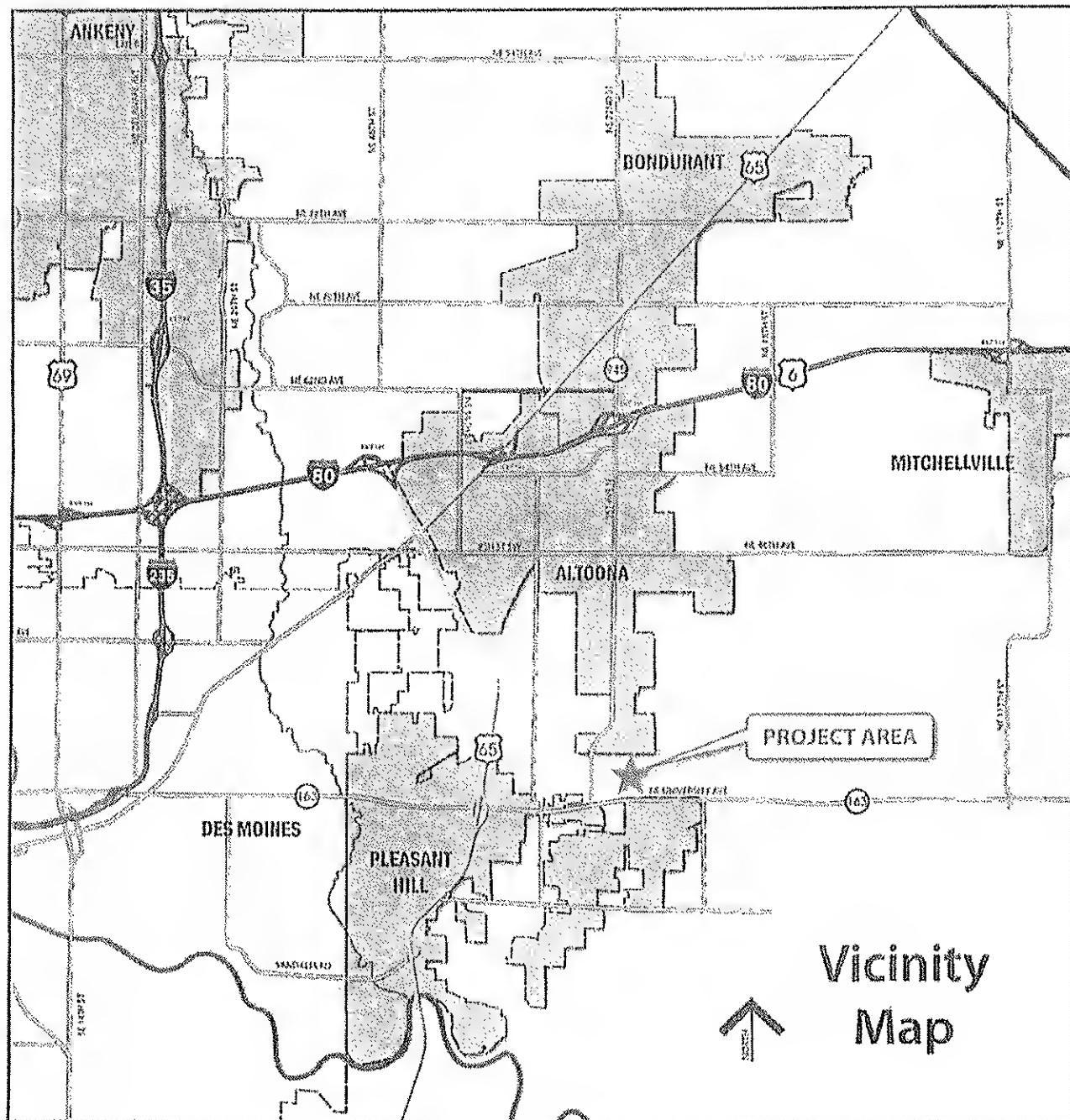
Proposed Improvement

Included with Attachment E are typical cross sections of the proposed roadway extension and right turn lane. The project map in Attachment D illustrates the limits of the NE 75th Street extension that is being proposed as RISE eligible. The RISE eligible portion of the roadway extension is the first 1,670 feet of roadway being extended north of IA 163 and the additional 685 feet of westbound right turn lane off of Highway 163. The intersections approximately 600 feet and 1,600 feet north of Highway 163 are considered necessary to serve the existing and proposed developments in the area. The relocation of access infrastructure to the two existing residents is to be completed by the City of Pleasant Hill using local revenues.

The proposed roadway cross section is a 100' right of way with a 66' back to back urban five-lane boulevard PCC pavement section with left turn lanes for the south 600'. The north 1,000' is proposed to be an 80' wide right of way with a 45' wide three-lane urban cross section. In summary, the following proposed improvements are part of this RISE application.

- 12 foot traffic lanes with 9" PCC / CD transverse joints with concrete curb and gutter section on 8" modified subbase.
- 35 mile per hour design speed with at-grade intersections.
- Maximum of 5% longitudinal grades.
- 14 foot two-way left turn lane in the north 1,000 feet.

Design year (2033) traffic projections for the proposed NE 75th Street extension were prepared based on available developable land in the area. Based on data provided in ITE Trip Generation, a development of this size is expected to generate approximately 2,850 AADT along this corridor, with 25% of those vehicles being trucks. The overall traffic projection for this corridor by 2033 is anticipated to be approximately 11,800 AADT with 25% trucks. Specific traffic assignments vary that depend on adjacent development and local street network availability. A majority of the traffic projected along this corridor will service the light industrial, recreation, and area residential developments. With 11,800 AADT projected with such a high percentage of trucks, a four-lane boulevard roadway is proposed to handle that volume.



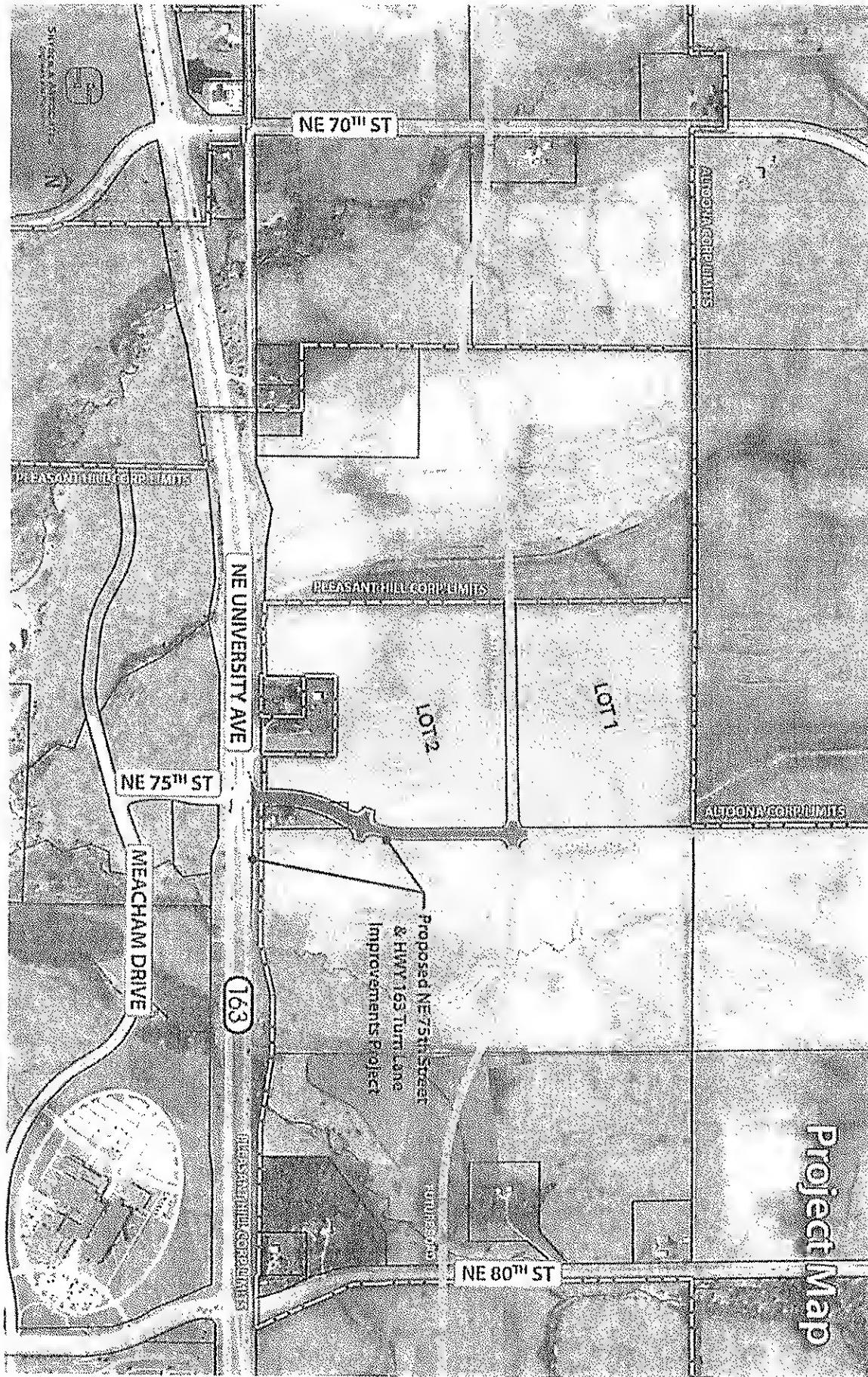
[Ergonomics and Performance](#)

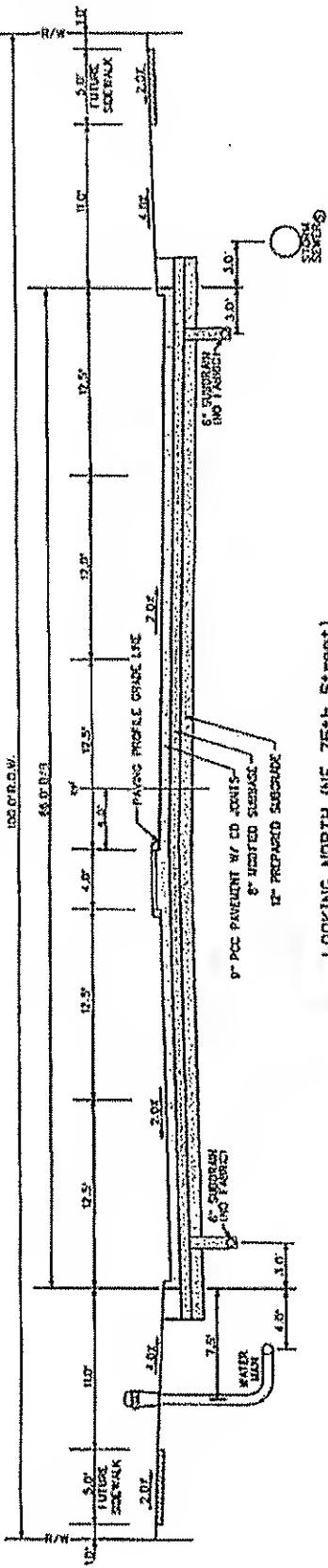
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NE 75TH ST
SKETCH PLAN
2-1-13

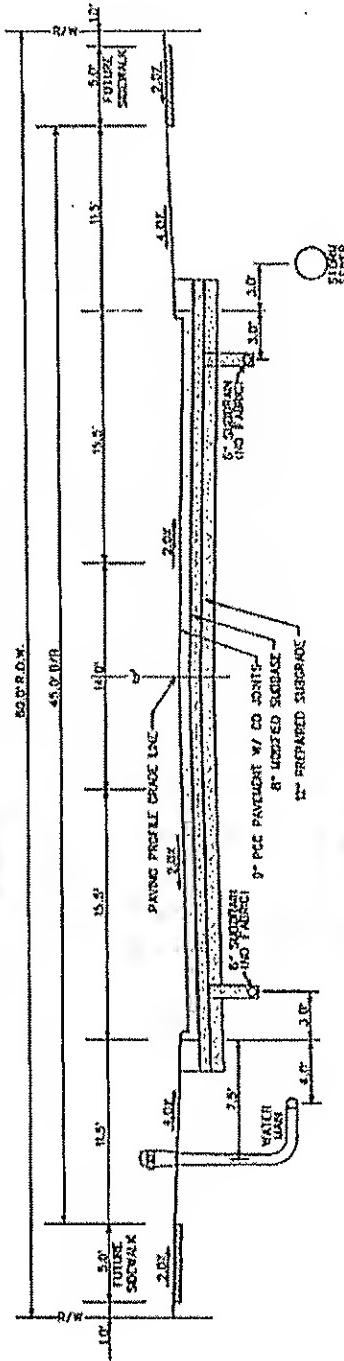
SYDNER & ASSOCIATES







LOOKING NORTH (NE 75th Street)



LOOKING NORTH (NE 75th Street)

The diagram illustrates a cross-section of a typical half-section PCC auxiliary lane. The vertical axis is labeled "Section F-F". The top layer is a 6-inch crushed rock shoulder. Below it is a 4-inch woodfaced surface. The main structure consists of two 12-inch thick concrete pavers supported by a 4-inch thick concrete base. A 2-inch thick concrete curb is shown at the bottom. A legend on the right side identifies the layers: "6-INCH CRUSHED ROCK SHOULDER", "4-INCH WOODFACED SURFACE", "4-INCH CONCRETE BASE", "2-INCH CONCRETE CURB", and "2-INCH THICK P.C. CONCRETE PAVEMENT". A scale bar indicates distances of 10' 0" and 20' 0".

NE 75th St. Extension - Polk County / Pleasant Hill, Iowa
Preliminary Schedule

Major Work Elements	2013											
	January	February	March	April	May	June	July	August	September	October	November	December
Project Design												
Notice to Proceed (04/10/13)												
Project Kickoff Meeting (04/12/13)												
Topographic Survey												
Soil Borings and Report												
Design / Plans / Cost Opinion												
Bid Letting (07/09/13) / Award Contract (07/23/13)												
Construction Phase Construction												
Pre construction Conference (07/29/13)												
Construction												
Roadway Opening (11/29/13)												



**COUNTY OF POLK
Board of Supervisors**

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February 1, 2013

RISE Program: Local Development
Iowa Department of Transportation
Office of Systems Planning
800 Lincoln Way
Ames, Iowa 50010

Re: Polk County's support of Pleasant Hill's RISE Application for the NE 75 Street Extension Project.

Dear Commissioners of the Iowa Transportation Commission:

On behalf of the Polk County Board of Supervisors, I would like to hereby express our support of the City of Pleasant Hill's application for RISE program funding for their NE 75 St. Extension Project.

If funded, these RISE grant funds will allow the City to construct infrastructure improvements that will allow development of nearly 80 acres of land north of Iowa Highway 163.

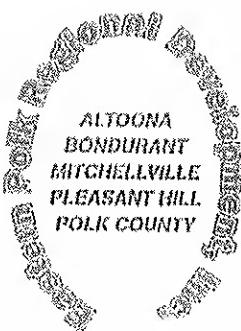
Funding for this project will not only help the City of Pleasant Hill, but also Polk County's tax base by adding new business and industry in Polk County and the associated expanded employment opportunities for our residents.

Thank you for this consideration.

Sincerely,

Tom Hockensmith, Chair
Polk County Board of Supervisors

CC: Steve Van Oort - 3rd District Supervisor
Mike Richardson - Mayor, City of Pleasant Hill
David A. Jones - County Administrator



EASTERN POLK REGIONAL DEVELOPMENT, INC.

119 2nd Street S.E., Suite B • Altoona, IA 50009
Telephone: (515) 957-0088 • FAX: (515) 957-0089
Web Site: www.iowa-property.com
E-Mail: eprd@iowa-property.com

January 31, 2013

RISE Program: Local Development
Iowa Department of Transportation
Office of Systems Planning
800 Lincoln Way
Ames, Iowa 50010

Re: Eastern Polk Regional Development's support of Pleasant Hill's RISE Application for the NE 75th Street Improvements.

Dear Commissioners of the Iowa Transportation Commission:

As the primary economic development organization in eastern Polk County, Eastern Polk Regional Development, Inc. fully supports the City of Pleasant Hill's application for RISE assistance to help with the extension of NE 75th Street north of University Avenue.

Extension of NE 75th Street is vital at this time to open new development property for future light industrial development in the City of Pleasant Hill. Eastern Polk Regional Development is working with developers who are currently considering warehousing, distribution or light industrial projects. However, to create an environment that will attract new businesses, NE 75th Street must be extended, thereby opening up additional land for development.

If funded, these RISE grant funds will allow the City to continue the development along Highway 163 by extending NE 75th Street north to serve additional properties planned for future development.

Funding of this project will not only help Pleasant Hill, but also Polk County's tax base by retaining existing businesses and industry in the County, but also attract new businesses and expand employment opportunity for our residents.

Thank you for this consideration.

Sincerely,

Frederick Hollister, CEdD
Executive Director

PROGRESS THROUGH COOPERATION

RISE COMPETITIVE RATING APPLICATION
Roadway Project Description and Cost Estimate
(RISE-Eligible Items)

LEAD APPLICANT NAME: City of Pleasant Hill Date: January 31, 2013

ROAD PROJECT DESCRIPTION:

Location: <u>NE 75th Street and West Bound Right Turn Lane</u>	Pavement Width: <u>66' & 45' & 12'</u>	ROW Width: <u>100' & 80'</u>
Length (ft.): <u>2,355</u>		Depth: <u>9" & 8" with CD joint reinforcing</u>
Pavement Type: <u>PCC</u>		

TRAFFIC INFORMATION:

Present AADT (20 <u>__</u>): <u>N/A</u>	% Trucks: _____
Design Year AADT (20 <u>33</u>): <u>13,000</u>	% Trucks: <u>25</u>

COST ESTIMATE:

Item Description	Units & Unit Cost	Total Cost
Mobilization	0.90 LS @ \$50,000.00	\$45,000.00
Clearing and Grubbing	6.5 AC @ \$600.00	\$3,900.00
Earthwork	1 LS @ \$194,800.00	\$194,800.00
Subgrade Prep, 12" depth	13,550 SY @ \$3.00	\$40,650.00
Modified Subbase, 8" depth	13,550 SY @ \$12.00	\$162,600.00
Storm Sewer, 15 inch RCP	750 LF @ \$45.00	\$33,750.00
Storm Sewer, 18 inch RCP	80 LF @ \$50.00	\$4,000.00
Storm Sewer, 24 inch RCP	175 LF @ \$70.00	\$12,250.00
Storm Sewer, 30 inch RCP	675 LF @ \$85.00	\$57,375.00
Storm Sewer, 36 inch RCP	175 LF @ \$110.00	\$19,250.00
Subdrain, 6 inch & Appurtenances	1 LS @ \$61,050.00	\$61,050.00
Field Tile and Connections	1 LS @ \$6,300.00	\$6,300.00
FES Apron w Guard 18-36 inch	3 EA @ \$3,500.00	\$10,500.00
Storm Manhole	4 EA @ \$3,000.00	\$12,000.00
Storm Latake	12 EA @ \$3,500.00	\$42,000.00
PCC Pavement, 8 inch w/CD's	800 SY @ \$38.00	\$30,400.00
PCC Pavement, 9 inch w/CD's	11,280 SY @ \$42.83	\$483,160.00
PCC Sidewalk, 4 inch	1,860 SY @ \$30.00	\$55,800.00
Street Lights	10 EA @ \$5,000.00	\$50,000.00
Traffic Control and Signal Imp	1 LS @ \$12,500.00	\$12,500.00
Erosion Control and Seeding	1 LS @ \$39,300.00	\$39,300.00

SUBTOTAL	<u>\$1,376,585.00</u>
----------	-----------------------

Engineering, Legal, Administration	<u>\$182,000.00</u>
Contingency	<u>\$137,700.00</u>

GRAND TOTAL	<u>\$1,696,800.00</u>
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Note: If road project is in more than one jurisdiction, please prepare separate cost estimate forms for each portion and submit with applications.

Please refer to next page

NE 75TH STREET IMPROVEMENTS PROJECT
ENGINEER'S PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
NE 75TH STREET AND WESTBOUND RIDIT TURN LANE ON HIGHWAY 163
PLEASANT HILL, IOWA
January 31, 2013

Division 1: Construction costs are eligible for RUSE funding.
Division 2: Construction costs are not eligible for RUSE funding.

Item No.	Item Description	Unit	Quantity			Unit Price	Div 1 Cost	Div 2 Cost	Total Cost
			Div 1	Div 2	Total				
1.00	MOVING EXISTING UTILITY	LF	0.0	0.0	0.0	\$ 40,000.00	\$ 45,000.00	\$ 0,000.00	\$ 60,000.00
1.1	Mobilization	LS	0.0	0.1	0.1	\$ 40,000.00	\$ 45,000.00	\$ 0,000.00	\$ 60,000.00
2.00	DEMOLITION	ACRE	0.50	0.50	0.50	\$ 0.00	\$ 3,000.00	\$ 300.00	\$ 4,200.00
2.1	Clearing and Grubbing	ACRE	0.50	0.50	0.50	\$ 0.00	\$ 3,000.00	\$ 300.00	\$ 4,200.00
2.2	Topsoil, Root, Salvage, and Removal	CY	6,700	450	7,150	\$ 4.00	\$ 26,800.00	\$ 1,800.00	\$ 28,600.00
2.3	Excavation, Class 10, Roadway	CY	48,000	1,400	49,400	\$ 3.50	\$ 168,000.00	\$ 4,600.00	\$ 172,600.00
2.4	Subgrade Preparation, Highway, 12" Depth	SY	13,550	2,000	15,550	\$ 1.00	\$ 49,550.00	\$ 6,700.00	\$ 49,550.00
2.5	Gravelly Subgrade roadway, 12" Depth	SY	13,550	-	13,550	\$ 12.00	\$ 162,600.00	\$ -	\$ 162,600.00
2.6	Gravel Shoulder, 6" Depth	TON	140	-	140	\$ 30.00	\$ 4,200.00	\$ -	\$ 4,200.00
2.7	Access Drive (Ground Surface)	TON	-	300	300	\$ 30.00	\$ -	\$ 0,000.00	\$ 0,000.00
2.80	DRIVEWAY (GRAVEL) 12" DEPTH	TON	-	300	300	\$ 30.00	\$ -	\$ 0,000.00	\$ 0,000.00
4.1	Sewer, Class 3 RCP Storm, 15"	LF	750	-	750	\$ 45.00	\$ 33,750.00	\$ -	\$ 33,750.00
4.2	Sewer, Class 3 RCP Storm, 10"	LF	600	-	600	\$ 30.00	\$ 18,000.00	\$ -	\$ 18,000.00
4.3	Sewer, Class 3 RCP Storm, 24"	LP	175	-	175	\$ 70.00	\$ 12,250.00	\$ -	\$ 12,250.00
4.4	Drain, Class 3 RCP Storm, 30"	LP	675	-	675	\$ 85.00	\$ 57,375.00	\$ -	\$ 57,375.00
4.5	Sewer, Class 3 RCP Storm, 35"	LP	175	-	175	\$ 110.00	\$ 19,250.00	\$ -	\$ 19,250.00
4.6	Subgrade Perforated Type 1, 6"	LF	4,024	-	4,024	\$ 12.00	\$ 48,300.00	\$ -	\$ 48,300.00
4.7	Subdrain Outlet, Type C	EACH	24	-	24	\$ 500.00	\$ 12,000.00	\$ -	\$ 12,000.00
4.8	Subdrain Cleanout, Type 1	EACH	3	-	3	\$ 250.00	\$ 750.00	\$ -	\$ 750.00
4.9	Park Irr, 12" et Later	LP	300	-	300	\$ 15.00	\$ 4,500.00	\$ -	\$ 4,500.00
4.10	Park Irr Connection	EACH	12	-	12	\$ 160.00	\$ 1,920.00	\$ -	\$ 1,920.00
4.11	Apron, 18" RCP with Fencing	EACH	1	-	1	\$ 2,600.00	\$ 2,600.00	\$ -	\$ 2,600.00
4.12	Apron, 24" RCP with Fencing	EACH	1	-	1	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00
4.13	Apron, 36" RCP with Fencing	EACH	1	-	1	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 4,000.00
5.00	WATER MAIN/PVC 10" X 10' X 16' X 40' FT	LF	-	-	-	\$ 3,000.00	\$ 3,000.00	\$ 0,000.00	\$ 3,000.00
5.1	Water Main, PVC, 6"	LF	-	140	140	\$ 23.00	\$ -	\$ 3,000.00	\$ 3,000.00
5.2	Water Main, PVC, 12"	LF	-	1,610	1,610	\$ 30.00	\$ -	\$ 48,300.00	\$ 48,300.00
5.3	Lower Existing Water Main, PVC, 10"	LF	-	160	160	\$ 60.00	\$ -	\$ 14,400.00	\$ 14,400.00
5.4	Orbit Valve, 6"	EACH	2	-	2	\$ 1,200.00	\$ 2,400.00	\$ -	\$ 2,400.00
5.5	Globe Valve, 12"	EACH	8	-	8	\$ 1,600.00	\$ 12,800.00	\$ -	\$ 12,800.00
5.6	Fire Hydrant Assembly	EACH	-	0	0	\$ 3,500.00	\$ 20,000.00	\$ -	\$ 20,000.00
5.70	SWING GATE VALVE 10" X 10' X 16' X 40' FT	LF	-	-	-	\$ 3,000.00	\$ 3,000.00	\$ 0,000.00	\$ 3,000.00
6.1	Storm Manhole, Type SW-401	EACH	4	-	4	\$ 3,000.00	\$ 12,000.00	\$ -	\$ 12,000.00
6.2	Inlet, Type SW-501	EACH	4	-	4	\$ 2,500.00	\$ 10,000.00	\$ -	\$ 10,000.00
6.3	Inlet, Type SW-203	EACH	4	-	4	\$ 3,000.00	\$ 12,000.00	\$ -	\$ 12,000.00
6.4	Inlet, Type SW-503	EACH	1	-	1	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00
6.5	Inlet, Type SW-506	EACH	3	-	3	\$ 5,000.00	\$ 15,000.00	\$ -	\$ 15,000.00
6.60	SWING GATE VALVE 10" X 10' X 16' X 40' FT	LF	-	-	-	\$ 3,000.00	\$ 3,000.00	\$ 0,000.00	\$ 3,000.00
7.1	Standard / Sta-Form PCC Pavement, Class C Mix, 6"	SY	600	-	600	\$ 39.00	\$ 23,400.00	\$ -	\$ 23,400.00
7.2	Standard / Sta-Form PCC Pavement, Class C Mix, 9"	SY	11,250	-	11,250	\$ 42.00	\$ 473,750.00	\$ -	\$ 473,750.00
7.3	Dust and Diesel Pavers	LF	625	-	625	\$ 8.00	\$ 4,000.00	\$ -	\$ 4,000.00
7.4	PCC Pavement Samples and Testing	LS	1.0	-	1.0	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00
7.5	Slab Jack, PCC, 4"	SY	1,600	-	1,600	\$ 30.00	\$ 48,000.00	\$ -	\$ 48,000.00
7.6	Temporary Driv, HMA, 6"	SY	-	1,032	1,032	\$ 35.00	\$ 36,120.00	\$ -	\$ 36,120.00
7.7	Street Lights	EACH	10	-	10	\$ 5,000.00	\$ 50,000.00	\$ -	\$ 50,000.00
7.8	Electrical Service	LF	-	1,070	1,070	\$ 45.00	\$ 47,150.00	\$ -	\$ 47,150.00
7.9	Gas Service	LF	-	1,070	1,070	\$ 11.00	\$ 11,770.00	\$ -	\$ 11,770.00
7.10	Driveway Repair, 10' X 10' X 10' X 40' FT	LF	-	-	-	\$ 19,205.00	\$ 19,205.00	\$ 0,000.00	\$ 19,205.00
8.1	Traffic Control	LS	1	-	1	\$ 4,500.00	\$ 4,500.00	\$ -	\$ 4,500.00
8.2	Signalization Connection and Layout	LS	1	-	1	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00
8.3	Permanent Road Closure	EACH	6	-	6	\$ 1,000.00	\$ 6,000.00	\$ -	\$ 6,000.00
9.00	SWPPP Management and Inspections	ACRE	4.0	0.25	4.0	\$ 6,000.00	\$ 375.00	\$ -	\$ 375.00
9.1	Seeding and Fertilizing	ACRE	4.0	0.25	4.0	\$ 1,200.00	\$ 400.00	\$ 300.00	\$ 4,100.00
9.2	Hydroseeding, Permanent	ACRE	4.0	0.25	4.0	\$ 1,200.00	\$ 400.00	\$ 300.00	\$ 4,100.00
9.3	Site Fences	LF	3,600	-	3,600	\$ 2.00	\$ 7,200.00	\$ -	\$ 7,200.00
9.4	Site Fences Removed	LF	3,600	-	3,600	\$ 1.00	\$ 3,600.00	\$ -	\$ 3,600.00
9.5	Weld Filter, Type T	EACH	12	-	12	\$ 150.00	\$ 1,800.00	\$ -	\$ 1,800.00
9.6	Filt'r Sock	LF	600	-	600	\$ 2.00	\$ 1,200.00	\$ -	\$ 1,200.00
9.7	Rubber Chock D	TON	20	-	20	\$ 50.00	\$ 2,500.00	\$ -	\$ 2,500.00
9.8	Concrete Walkout	EACH	5	-	5	\$ 1,000.00	\$ 3,000.00	\$ -	\$ 3,000.00
9.9	SWPPP Management and Inspections	LS	1.0	-	1	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00

Construction Cost, Bidbid = \$ 1,376,600.00 \$ 286,200.00 \$ 1,664,800.00

Contingency (10%) = \$ 137,700.00 \$ 28,600.00 \$ 166,500.00

Construction Cost Total = \$ 1,514,300.00 \$ 317,000.00 \$ 1,831,300.00

Engineering, Administration and Construction Services = \$ 162,000.00 \$ 39,000.00 \$ 201,000.00

Total Project Cost = \$ 1,686,300.00 \$ 356,000.00 \$ 2,042,300.00

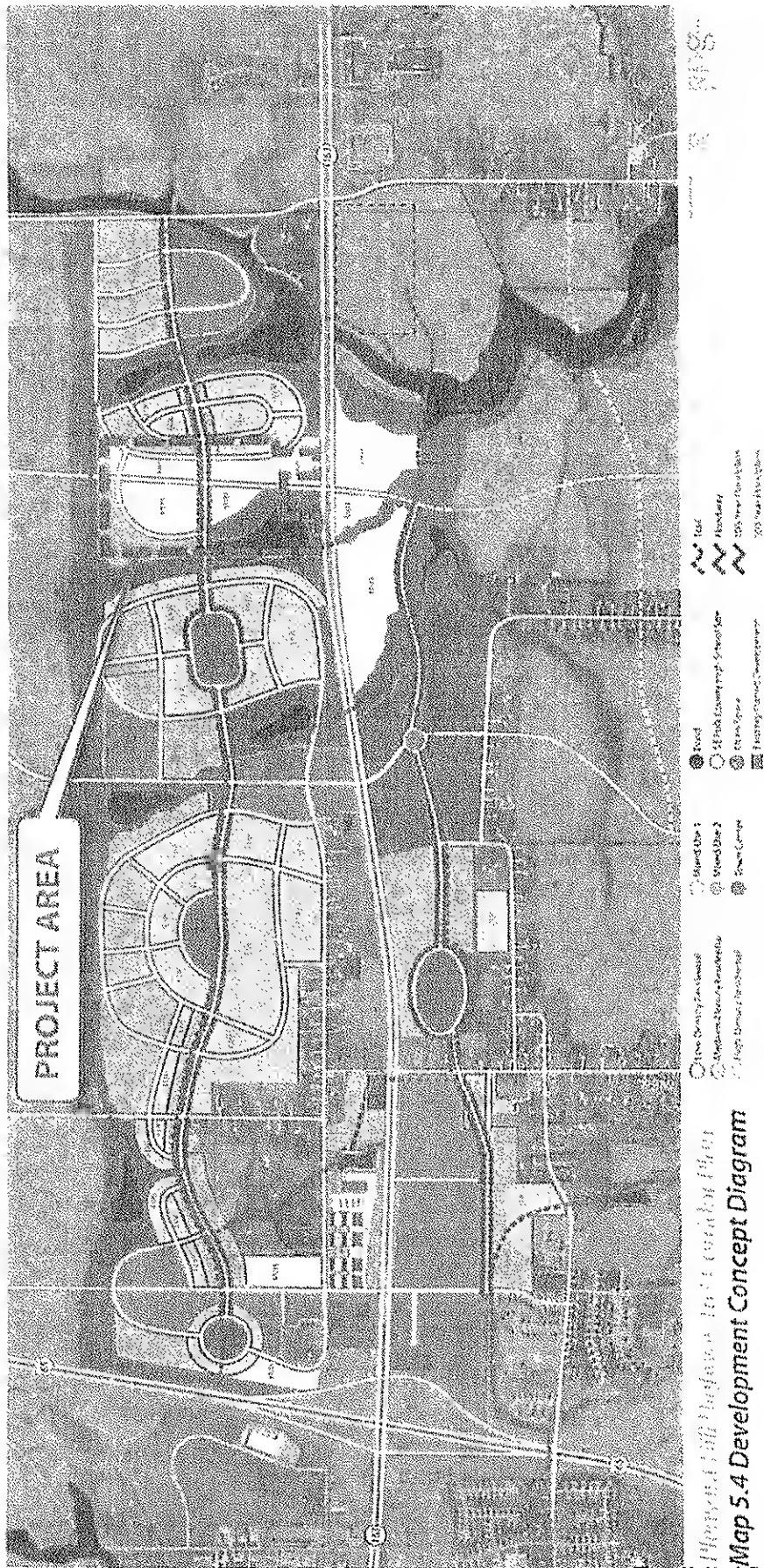
Loss City RISE Funds (Grant @ 50% of Match) = \$ (648,150.00) \$ - \$ (648,150.00)

City Local Contribution = \$ 848,160.00 \$ 360,000.00 \$ 1,204,160.00

DESCRIPTION OF ASSOCIATED ECONOMIC DEVELOPMENT AND JOBS—ITEM I

Iowa law requires a number of factors be considered in assessing applications for RISE funding. To comply with this requirement, it is necessary that applicants provide additional information about the businesses and jobs that would be assisted by the requested RISE project funds. The following information must be provided for each business used to justify the project. Please note that all information supplied to the DOT is public information and cannot be held confidential.

1. Each business involved should prepare a narrative addressing the following points. The narrative should be attached to the application as "Item I."
 - A. A description and history of the business, including the location of company headquarters, all current plants (both in- and out-of-state), and the number of full-time and part-time employees at each location.
 - B. Data supporting historical and projected growth potential.
 - C. The hourly wages and turnover rates for each current job classification.
 - D. The hourly wages, whether full- or part-time, and expected turnover rates for each future job created.
 - E. A description of employment conditions, including an itemized list and dollar value per employee of any job benefits, work environment, safety record, opportunity for advancement, etc.
 - F. A list of any civil or criminal violations of state or federal law which the company has been charged with or convicted of during the last five years. Please include the violation and date, the agency which charged the violation, the outcome or resolution, and any penalties or settlement terms.
 - G. Percentage of in-state suppliers.
 - H. Iowa companies you expect to sell to which currently buy from non-Iowa companies and the percentage of your sales that will fall into this category.
 - I. Expected impact on import substitution. (Import substitution means replacing inputs, products or services previously provided by out-of-state firms or from out-of-state locations with Iowa inputs, products or services.)
 - J. Other Iowa companies that could be considered as your competitors.
 - K. Required environmental permits.
2. Briefly answer the following questions in the space provided.
 - A. Is the company willing to give hiring preference to Iowa residents, or residents within a 30-mile radius, for the jobs created as a result of this project? Please provide a written plan describing the company's hiring procedure and priorities. Unknown at this time. Specific businesses have not been secured for this development. The city is asking for Local Development Grant funds.
 - B. If the company has, within three years of application for assistance, acquired or merged with an Iowa corporation or company, has it made and will it continue to make a good-faith effort to hire the workers of the merged or acquired company? Unknown at this time. Specific businesses have not been secured for this development. The city is asking for Local Development Grant funds.
 - C. What percentage of the company's total operating expenditures (including wages and salaries) will be spent within the state of Iowa? Specific businesses have not been secured for this development. The city is asking for Local Development Grant funds.
 - D. Of the total dollar amount of annual sales, what is the expected percentage of out-of-state sales? Unknown at this time. Specific businesses have not been secured for this development.
 - E. Are any other state funds being requested for the road or economic development project? If so, please list the source, amount requested, and purpose of funding. No. The remaining costs of the project are to be funded locally by either the city or developer.



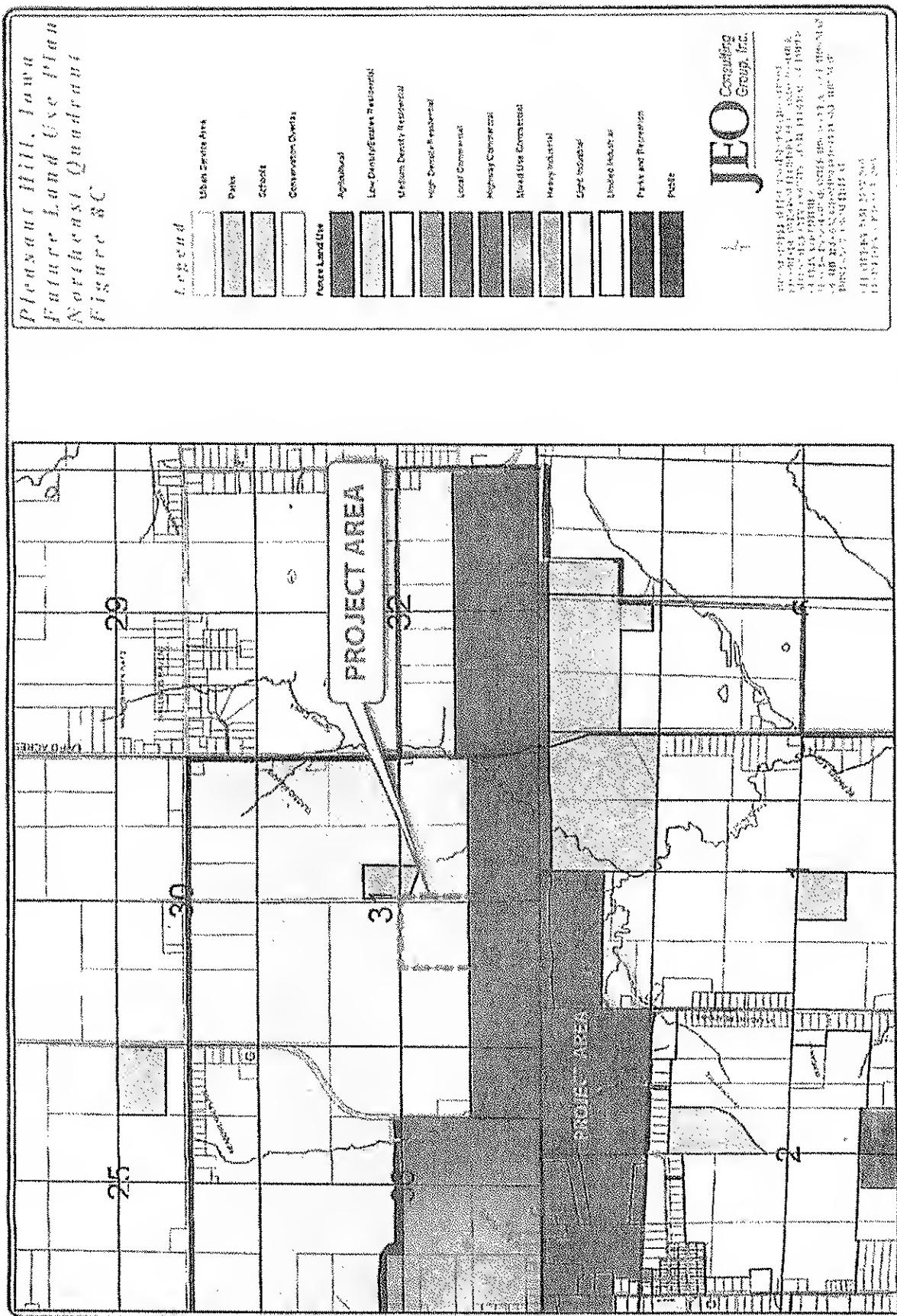
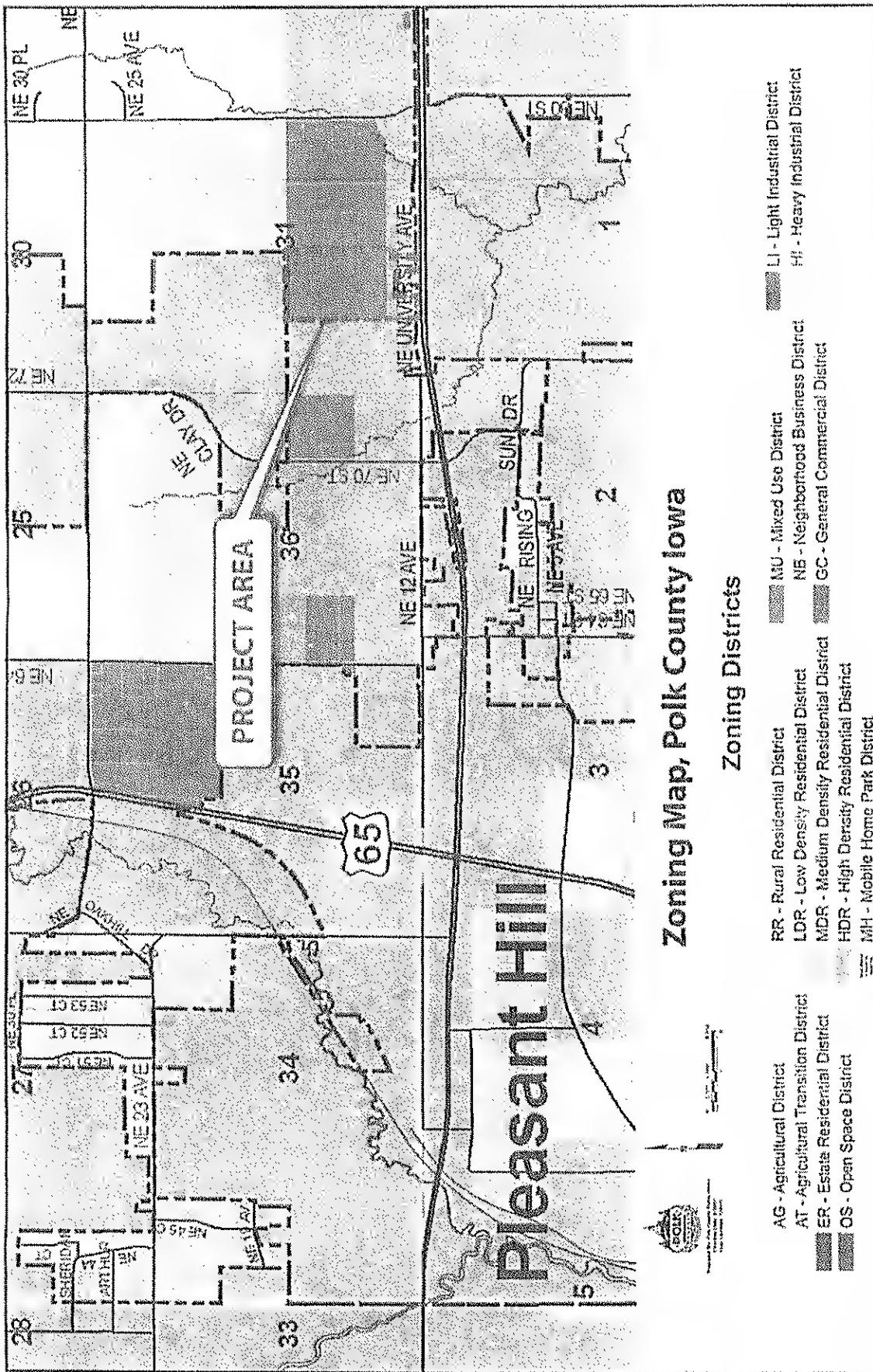


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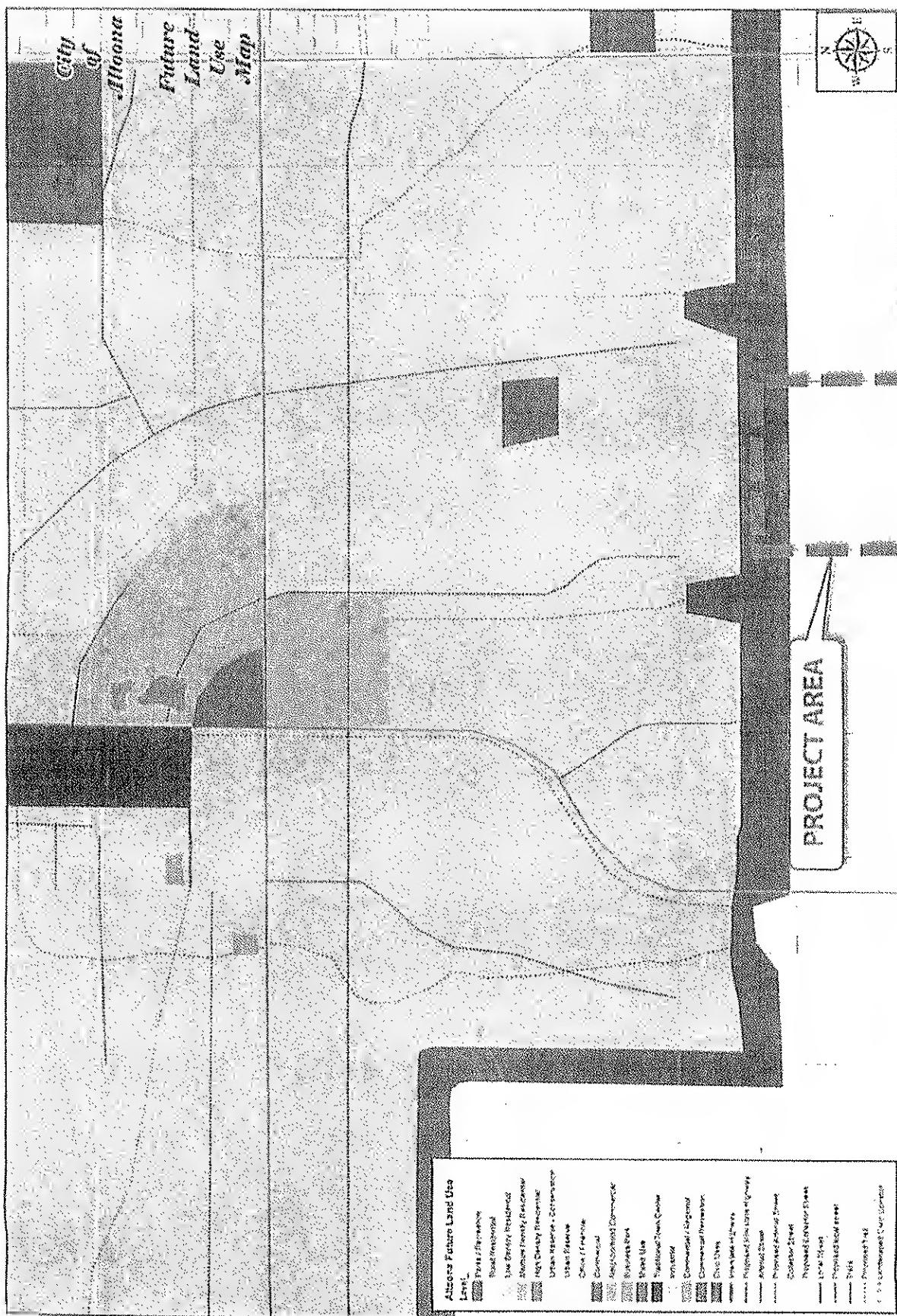
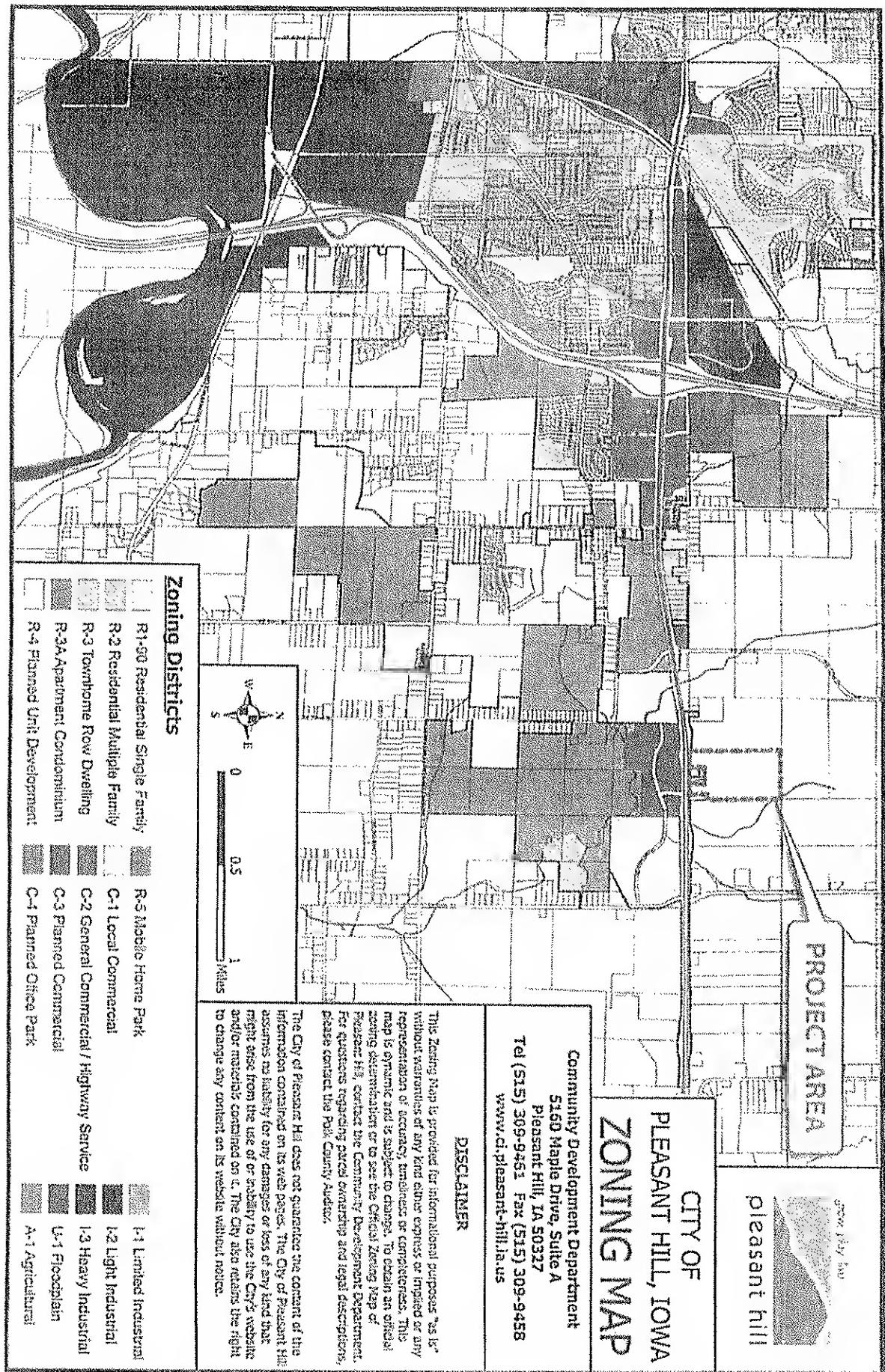
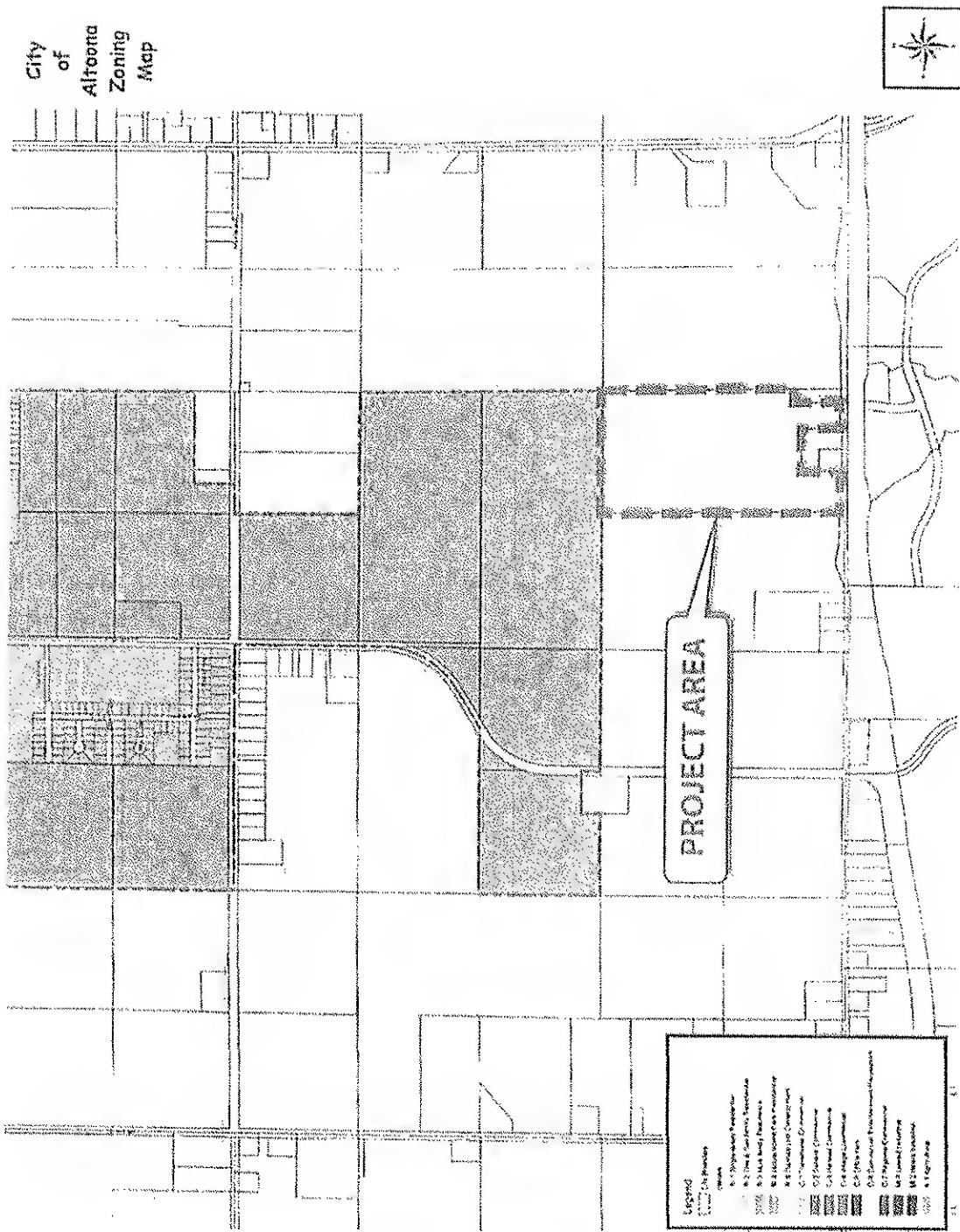


Exhibit 10 Page 28







400 Watson Powell Jr. Parkway, Suite 800
Des Moines, Iowa 50310
Phone: 510.934.0078
www.dmmopo.org

January 31, 2013

Ms. Rebecca Law
RISE Program Manager
Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010

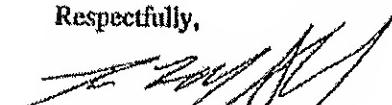
Dear Ms. Law:

SUBJECT: LETTER OF SUPPORT – REVITALIZE IOWA'S SOUND ECONOMY GRANT – CITY OF PLEASANT HILL

I am writing on behalf of the City of Pleasant Hill and its Revitalize Iowa's Sound Economy (RISE) grant application. The Des Moines Area Metropolitan Planning Organization (MPO) staff has reviewed the City of Pleasant Hill's RISE grant application to be submitted to the Iowa Department of Transportation (DOT) for conformance with the MPO's metropolitan transportation plan. The City of Pleasant Hill's application includes the addition of a westbound right turn lane off of Highway 163 and the extension of NE 75th Street to the north of Highway 163. The purpose of this project is to provide access to a 71 acre parcel proposed for a light industrial development.

Based on the MPO staff's review, this project is consistent, and supportive, of the *Horizon Year 2035 Metropolitan Transportation Plan (HY 2035 MTP)*.

Respectfully,



R. Todd Ashby
Executive Director

RTA: zjy

cc: Ben Champ, City of Pleasant Hill
Eric D. Cannon, Snyder & Associates, Inc.

Attachment K
Page 1 of 1

The 75th Street Extension Project north from Iowa Highway 163 does not involve the remediation or redevelopment of a brownfield site.



Iowa Department of Transportation
Form 103101 (03-09)

MINORITY IMPACT STATEMENT

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the state of Iowa that are due beginning January 1, 2009 shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

- The proposed grant project programs or policies could have a disproportionate or unique positive impact on minority persons.

Describe the positive impact expected from this project.

Indicate which group is impacted:

- Women Persons with a disability Blacks Latinos Asians
 Pacific Islanders American Indians Alaskan Native Americans Other

- The proposed grant project programs or policies could have a disproportionate or unique negative impact on minority persons.

Describe the negative impact expected from this project.

Present the rationale for the existence of the proposed program or policy.

Provide evidence of consultation with representatives of the minority groups impacted.

Indicate which group is impacted:

- Women Persons with a disability Blacks Latinos Asians
 Pacific Islanders American Indians Alaskan Native Americans Other
 The proposed grant project programs or policies are not expected to have a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact. The City will require a formal competitive bid in accordance with Chapter 314 of the Iowa Code. The City will also obtain the names of qualified TSB contractors and notify them of the proposed project and opportunity to bid in accordance with the RISE Agreement.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Name: Don Sandor

Title: City Manager

Definitions

"Minority Persons," as defined in Iowa Code Section 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability," as defined in Iowa Code Section 15.102, subsection 7, paragraph "b," subparagraph (1):

b. As used in this subsection:

(1) "Disability" means, with respect to an individual, a physical or mental impairment that substantially limits

one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"Disability" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the state of Iowa.